

May 31, 1890.

THE SOLICITORS' JOURNAL.

[Vol. 34.] 499

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30	112 0	211 0	464 10	819 0	1,167 0
40	124 0	233 0	526 10	939 10	1,343 10
50	147 0	276 10	698 10	1,126 0	1,625 0
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TRUSTEES.

The Right Hon. Lord HALSBURY, The Lord Chancellor.

The Right Hon. Lord COLE RIDGE, The Lord Chief Justice.

The Hon. Mr. Justice KEKEWICH.

Sir JAMES PARKER DEANE, Q.C., D.C.L.

FREDERICK JOHN BLAKE, Esq.

WILLIAM WILLIAMS, Esq.

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VOL. XXXIV., No. 31.

The Solicitors' Journal and Reporter.

LONDON, MAY 31, 1890.

CURRENT TOPICS.

THE MASTER OF THE ROLLS announced on Thursday, the 22nd inst., when Court of Appeal No. 1 rose for the Whitsuntide vacation, that they had disposed of all the interlocutory appeals from the Queen's Bench Division, and of all the final appeals set down up to the end of February last.

THE LIST of appeals for Trinity Sittings contains 97 cases; 48 of these are from the Chancery Division, two from the County Palatine of Lancaster, 46 from the Queen's Bench Division, and one bankruptcy appeal. The total number of appeals at the Easter Sittings, 1890, was 105, and a year ago 126.

IT IS SOME satisfaction to learn that the Chancery judges will begin the hearing of witness actions either on the second or third Tuesday in the ensuing sittings, so that upwards of twenty days may be devoted to this class of business by four courts, while Mr. Justice KEKEWICH, who has but little interlocutory business, will be able, on at least twice that number of days, to assist in reducing the present heavy lists.

BY A TREASURY MINUTE, dated the 29th April, 1890, it is directed, in pursuance of the provisions of section 31 of the Revenue Act, 1889 (52 & 53 Vict. c. 42), "that any fee leviable in any office of the Supreme Court of Judicature, including the district registries and the offices of the clerks of assize, which would, if levied, be payable out of money provided by Parliament, shall be remitted." The result of this appears to be, that any fees which would be paid by the Treasury solicitor, including stamps on summonses, affidavits, and orders, also percentages on taxation, and on passing accounts, will no longer be payable by him.

AS ANTICIPATED last week, the witness actions in the Chancery Division have received a considerable addition since the publication of the last list. At the commencement of the Easter Sittings, the actions of this class in the five lists numbered 408, of which only sixteen were heard; now the list contains 460 witness actions. It should be observed that the arrears of adjourned summonses were greatly reduced during the Easter Sittings, so that the lists of the approaching sittings, in addition to the increased number of cases, exhibits even more substantial work than the numbers indicate.

A CURIOUS POINT came before the Court of Appeal last week (*Stox v. Rees*, reported elsewhere)—namely, whether the indorsement on the writ of summons of the plaintiff's place of business was sufficient, or whether it was not necessary in all cases to indorse thereon his place of residence. The court adopted the latter view, following the decision of CHERRY, J., in *Mee v. Denbigh* (27 SOLICITORS' JOURNAL, 617), and held that this ought to be done in all cases. The court, however, expressed themselves very strongly to the effect that such a point should not have been taken, and that

when once it had been taken it should never have gone beyond the judge in chambers; and their indignation was not allayed when it appeared that the action was upon a bill of exchange for £24 16s. by indorsee against acceptor, and the only difference between the parties was as to the sum of £5, the defendant admitting his liability for £19 16s.

THERE WILL BE a formidable list of matters before the five judges of the Chancery Division during the ensuing sittings, which commence on Tuesday next. Mr. Justice KAY will have a list of 140 witness and non-witness actions, sixteen adjourned summonses, and two further considerations, making a total of 158. The cases before Mr. Justice CHITTY comprise ninety-one witness actions, twenty-two non-witness actions, including adjourned summonses, and eleven further considerations, making 124 in all. Mr. Justice NORTH has 100 witness actions, fifteen non-witness actions, fourteen adjourned summonses, and nine further considerations. Mr. Justice STIRLING has eighty-eight witness actions, twenty-two non-witness actions, including adjourned summonses, and eight further considerations, making a total of 118, and the list of Mr. Justice KEEKEWICH consists of eighty-nine witness actions. The aggregate of all these cases is 627, as compared with 616 at the Easter Sittings, and 578 a year ago. The Queen's Bench Cause List has 188 cases before divisional courts, and 1,003 actions for trial, of which 536 are with juries, and 467 without juries; and there are twenty-one bankruptcy cases, making a total of 1,212 cases before that division, as compared with 1,314 at the Easter Sittings, and 1,029 a year ago. In the Probate, Divorce, and Admiralty Division there are thirty-seven probate causes, and 162 matrimonial causes, and eighty-four admiralty actions, being a total of 283.

THE "TIMES" has this week been guilty of a gross contempt of a well-known court, and has shewn a shocking ignorance of the *personnel* of the tribunal. It has affirmed that "the mercantile arbitrator of Mincing-lane (be it said with all respect to his good sense and shrewdness) is the nearest equivalent to be found of Judge LYNCH," and has drawn a comparison between the "honest men in Texas and other rough border parts," who, "not finding that the ordinary courts were strong enough to cope with stout rogues, took the matter into their own hands, and set up, under a handy tree, a tribunal which administered rude, rapid justice," and the men of business who resort to the Mincing-lane Court. The comparison would be somewhat more perfect if the "stout rogues" in Texas voluntarily submitted to the jurisdiction of the tribunal and to the certainty of being hung up on the "handy tree"; and we altogether fail to see why "it is a curious circumstance of our jurisprudence that, in the last quarter of the nineteenth century, whole classes of the community have felt themselves constrained to form courts of their own." It must be a circumstance of the jurisprudence of all time that there are disputes requiring immediate settlement, and necessitating for their settlement technical knowledge; that the ordinary procedure of courts is too slow, and the knowledge of ordinary judges insufficient, for the requirements of the case. The only "curious circumstance" appears to be that the writer in the *Times* is apparently ignorant that, in the case of the Mincing-lane tribunal, there happen to co-exist, not merely technical knowledge and swiftness of decision, but also a reputation for knowledge of, and ability to apply correctly, the branches of law more particularly affecting the suitors. One main reason for recourse to it is probably that the law swiftly administered by a solicitor-judge is the very same law as that which would be "doled out slowly in instalments by the ordinary courts"; which can hardly be averred of Judge LYNCH's court.

A LETTER which we publish elsewhere raises a point of some importance to commissioners. Our correspondent asks whether a commissioner for oaths is empowered to perform the duty of noting a protest by a master of a vessel where, through stress of weather, a part of the cargo has been lost. The performance of this duty has, we believe, been considered hitherto to be a notarial act, and, so far as England and Wales are concerned, not within

the jurisdiction of a commissioner for oaths. There appears to be some doubt as to the precise authority under which these protests are made, though there is no doubt that the practice of receiving and admitting them in evidence is an old-established one. We are, however, inclined to agree with our correspondent in his conclusion that the Commissioners for Oaths Act, 1889, does not empower commissioners for oaths to note these protests. The first section of the Act is very wide in its terms, and appears, at first sight, to confer on commissioners a general power to do any and every act which could possibly be required of them "for the purpose of any court or matter in England." But it has already become evident that this apparently all-comprehensive section does not, in truth, include everything. Commissioners have already had to learn that its general terms do not override the specific terms of a previous Act of Parliament, so that, for example, they have no power to take the affidavit in support of a marriage licence required by 4 Geo. 4, c. 76, s. 14. And in the case of our correspondent's query, a close examination of the terms of the section appears to disclose the fact that the noting of nautical protests of the kind referred to is outside the terms of the section, and so not within the jurisdiction of commissioners for oaths. The Act empowers a commissioner to take any "affidavit, affirmation, statutory or other declaration, acknowledgment, examination, and attestation or protestation of honour" for the use of "any court or matter in England." But the protest mentioned by our correspondent does not appear to come within the meaning of any of these terms. If any inference may be drawn from the construction of the Act as to what was the intention of its framers, it would appear that the power to perform any notarial acts beyond those included in the terms of section 1 of the Act was purposely withheld from English commissioners. By section 6 British ambassadors, consuls, &c., in foreign countries are, in the first place, given the same powers as commissioners for oaths in England, and, in the second place, they are, as our correspondent points out, empowered to do any notarial act which any notary public can do within the United Kingdom. It can hardly be supposed that the omission of a similar clause in the section defining a commissioner's powers was an inadvertence.

IT COULD HARDLY have been supposed that the application in *Re Smith* (which we report elsewhere) would have any chance of success. Section 55, sub-section (6), of the Bankruptcy Act, 1883, was intended to regulate the relations between the original lessor and a sub-lessee when the estate of the intermediary between them, the first lessee, had been disclaimed by his trustee in bankruptcy. Under the Act of 1869 it was decided by the Court of Appeal, in *Ex parte Walton* (17 Ch. D. 746), that the disclaimer did no more than get the bankrupt's estate out of the way, and did not touch any other interests that might be subsisting in the land. Thus, as between the lessor and the sub-lessee, the original lease was still in existence, and the lessor could both disclaim for rent reserved under it, and re-enter for breach of covenants; but between the two there were no contractual relations, and consequently the lessor could not sue the sub-lessee under the covenants. The above sub-section of the Act of 1883 remedied, to a certain extent, this state of things by providing, in the first place, that an order might be made vesting the disclaimed property in any person claiming an interest therein, or in a trustee for him, only, however, upon such terms as the court should think just; and, in the second place, that no order should be made in favour of a person claiming under the bankrupt, either as under-lessee or as mortgagee by demise, "except upon the terms of making such person subject to the same liabilities and obligations as the bankrupt was subject to under the lease in respect of the property at the date when the bankruptcy petition was filed." It seems unnecessary to say that this means that a sub-lessee or a mortgagee by demise shall not avail himself of the section so as to get the benefit of the lessee's estate, unless he is willing also to accept the burden of the lessee's obligations. In the case in question, a mortgagee by demise proposed to avoid this consequent necessity by taking a vesting order in the name of a man of straw as trustee for himself. It is obvious, however, that, as a discretion with regard to the making of the order is conferred upon the court, an application which had for its object the avoidance of liability by the applicant, without any guarantee that the liability would be

satisfied by his proposed trustee, was bound to fail. Under the present system the position of a mortgagee by sub-demise is an unfortunate one. Hitherto, by taking a security in this form, it has been possible to avoid liability on the covenants contained in the original lease; but since it was decided in *Re Finley* (37 W. R. 6, 21 Q. B. D. 475) that the lessor could apply under section 55, sub-section (6), it has become necessary for the mortgagee to choose, in the event of the mortgagor's bankruptcy, whether he will accept the estate, and with it the liabilities, of the mortgagor, or whether he will be excluded from all interest in the property. The necessity for this choice is not, it seems, to be averted by the device adopted in *Re Smith*.

THE DECISION of the House of Lords in *The Colonial Bank v. Cady* is a useful illustration of the limitations to be applied to the doctrine of estoppel. In *Pickard v. Sears* (6 A. & E., at p. 474) it is said that "where one by his words or conduct wilfully causes another to believe the existence of a certain state of things, and induces him to act on that belief, so as to alter his own previous position, the former is concluded from averring against the latter a different state of things as existing at the same time." But, obviously, if this rule is to be applied, it is not unreasonable to expect that the person seeking to take advantage of it shall shew that the words or conduct on which he relies necessarily bore the interpretation which he put upon them. In the present case shares in an American railway company were registered in the name of a testator. On the share certificates was a form of transfer which, under the rules of the company, might be used in two ways, either on the occasion of an ordinary transfer to a stranger, or in the event of the executors wishing to take a transfer into their own names. In the latter case their proper course was to sign the transfer in blank, and this in fact they did, at the same time handing the certificates to a broker for transmission to New York. Instead of this, however, he deposited some of them with the plaintiff bank as security for advances to himself, and, upon his failure, the bank claimed to retain them as against the executors. It was admitted that the certificates were in no sense negotiable instruments, but it was said that the fact that they were signed in blank shewed that the broker who held them had authority to dispose of them. Everything depended, therefore, upon whether this was so or not, and the House of Lords found that it was not. According to the practice referred to above, the signatures of the executors might mean either that they intended to transfer the shares or that they intended to obtain registration of them in their own names, and the bank was not entitled to rely upon one of these meanings to the exclusion of the other. There was, consequently, no room for the application of the doctrine of estoppel, and the claim of the bank failed. Lord BRAMWELL pointed out that the case was also governed by the principle of *Earl of Sheffield v. London Joint-Stock Bank* (13 App. Cas. 333), and that the bank was not at liberty to accept the certificates from the broker as security for his own debts without inquiring into his title so to dispose of them. The present case, like that, is, of course, solely a question between the banks and the brokers. If it suits the purpose of the former to make advances to the latter upon any securities that can hastily be got together, and without examining into the title to them, they are, of course, at liberty to do so. But this is no reason why the courts should relax the rules of law which exist in favour of the actual owners of the property.

THE QUESTION of the right of the purchaser of the goodwill of a business to continue the use of the old name appears to have usually arisen in the case of sales of partnership businesses, but in *Thynne v. Shere* (reported elsewhere) a claim was made by the defendant, the purchaser, to continue the use, without any qualification, of the sole name of his vendor, the plaintiff. That the purchase of the goodwill does at any rate entitle the purchaser to use the old name in such a way as to shew that he is carrying on the old business is clear from *Churton v. Douglas* (Johns. 174) and other cases; and the vendor, although he may wish to start in business again, is not entitled to object to a properly qualified use of his name. Where, however, the old name is continued, simply, without any intimation that the business

has changed hands, inconveniences may arise, and, if the name is that of a living person, he may either become liable on contracts entered into with the purchaser, or, at any rate, will incur the risk of having actions brought against him. To avoid confusion of this kind, HALL, V.C., restrained the use of the name of a living person in *Levy v. Walker* (10 Ch. D. 436), but his decision was overruled by the Court of Appeal on the ground that the lady, whose name was in question, had changed it by marriage. Where the business was formerly carried on by partners there is the less likelihood of trouble, as the dissolution of partnership can be properly advertised, and probably this would avoid any actual liability. The position of a single vendor, however, who allows his name to remain on a shop after he has parted with the business, is less secure, and, as Mr. Justice STRALING decided in the above case, he is entitled to an injunction restraining the purchaser from using his name in such a way as to expose him to liability.

THE PROBLEM of how to deal with "numerous infringers" is at the present moment sorely perplexing patent lawyers in the United States, and a Bill to prevent maintenance in the defence of patent suits is before Congress. It provides "that whenever it shall appear in any suit concerning letters patent of the United States that the defence of the suit is interfered with or maintained by a combination of individuals or by a combination of corporations, or both, or by any attorney or officer of such combination not lawful defendants thereto, originally or by intervention, any such interference or maintenance is hereby declared to be a public offence, and the attorney of the United States for the district where such action is pending shall, upon the affidavit of the plaintiff, supported by the affidavits of two other persons filed in the court where the suit is pending, naming such combination of individuals or combination of corporations, or both, summarily present the names of all parties so complained of to a grand jury for indictment, and upon a bill of indictment found, said attorney shall criminally prosecute each and every one indicted, and upon trial and conviction the judge of the court shall impose a fine of not less than 2,000 nor more than 10,000 dollars upon each individual or corporation offender; and in the case of any association or trust composed of individuals or corporation offenders, or both, the said United States attorney shall proceed in equity immediately after such conviction to dissolve such association or trust, and to confiscate its property to the use of the United States; and circuit courts of the United States shall have original jurisdiction of this offence." This measure bears a remarkable resemblance to the *themisties* of primitive jurisprudence. Its promoters strike merely at a difficulty which has arisen; and it does not seem to have occurred to them that there may be "maintenance" of an action as well as of a defence.

IN THE CASE of *Re Simes, Simes v. Newbery* (ante, p. 490) Mr. Justice KREKIEWICH held that the court had no jurisdiction to direct a writ of attachment to issue against a defaulting trustee for non-compliance with an order to pay cash into court, where a receiving order had been made against him on his own petition after the expiration of the time limited for payment, but before the date of the notice of motion for attachment. The order was made against him "as trustee," so that he was not protected from arrest under section 4 of the Debtors Act, 1869, but the case appears to be consistent with *Re Manning* (34 W. R. 111, 30 Ch. D. 480), where the Court of Appeal held that section 9 of the Bankruptcy Act, 1883, gave them no discretion, and that, after a receiving order had been made, no creditor had any remedy against the person or property of the debtor, and they released from arrest a defaulter against whom an order had been made as solicitor. On the other hand, *Re Wray* (36 W. R. 67, 36 Ch. D. 138) seems to shew that attachment for non-compliance with an order is a disciplinary process, and that the bankruptcy of the person who ought to have made the payment is not in itself a sufficient reason for refusing to issue an attachment against him; but that the court has a discretion under section 10 of the Bankruptcy Act. *Re Manning* was not referred to, and the Court of Appeal expressly said that the existence of the receiving order did not deprive the judge of jurisdiction to order a writ of attachment, and Mr. Justice NORMAN held that section 9 had no reference to proceedings which

were actually pending against the debtor at the date of the receiving order, and that the application for an attachment was only a continuing of the proceedings which led to the making of the order for payment. *Re Wray* was not cited to Mr. Justice KKEWICH, but his lordship seems to have referred to it when he said that it made all the difference that the order in the case before him was for payment of "cash," not of "moneys in his hands."

THE CASE of *The Script Phonography v. Gregg* (ante, pp. 450, 457) introduces a variation from the ancient practice of the Court of Chancery with regard to orders imposing a penalty for failure to comply with a requirement that an act should be performed within a limited time. All such orders used to be considered as orders *nisi*, and where, for instance, a party was required to take the next step in a suit, or in default that his action should stand dismissed, it was necessary to obtain a further order for absolute dismissal on proving the default. Where, however, no particular question of merits would arise necessitating the possession in the hands of the defendant of a document shewing the dismissal of the suit, it was customary to use a form comprising the words "without further order" immediately after the words "dismissed out of this court." Take the form in Seton (No. 3, p. 1541), which is an order that the plaintiff shall, before a given day, give notice of trial, or in default his action shall stand dismissed without further order. Here there would be no necessity that the defendant should have in his possession a document equivalent to a dismissal of the action on its merits, as a reference to the records of the court would at any time shew whether the notice of trial had ever been given, or, if given, whether within the time limited. The practice of the Queen's Bench Division is no sure guide in such a case as that under notice, where the words "without further order" are not inserted, as without an order directing a final dismissal a defendant in the Chancery Division might be left with an imperfect document of title dependent for its efficiency on a proof to be obtained of non-compliance with some requirement, which proof it is no longer possible to obtain.

"THE SILENT AND SECRET MODE OF ALTERING THE LAW."

We remarked with mild surprise last week on the profound mystery in which the "Bill to improve the procedure for making rules of court and other rules" was enshrouded, not merely when it was in draft, but after it had been read a first time in the House of Commons. We now remark, with not less surprise than amusement, that the whole and sole object of the Bill is to prevent the rule-making authorities from following the example of its promoters.

The President of the Incorporated Law Society, in his address at the Leeds meeting, last October, referred with great force and justice to the advantage that would accrue to the public and to legal practitioners if the representative bodies of the two branches of the profession were consulted before the issuing of any new rule "either by means of representation on the Rule Committee of Judges or by a statutory right of consultation," and he expressed a hope that, before his term of office expired, he might see "this most important work brought to a satisfactory termination." The Bill promoted by the council is a valuable commencement of the work, but it may be hoped that it is not a termination. It does not propose to give either a representation on the Rule Committee or a statutory right of consultation, but simply provides that "the draft of all rules proposed to be made by any rule-making authority shall be published in the *London Gazette* at least forty days before the same shall be made; and on the expiration of those forty days (but not before) the rule-making authority may make the rules, either in the form or to the effect of the published draft, or with such alterations or additions as to the said authority may seem fit."

The reason for the exceedingly moderate nature of this proposal appears to be tolerably obvious. No one can doubt that the Council of the Incorporated Law Society most strongly desire that the fullest effect should be given to the suggestions of the president; but, as practical men, they have to consider what proposals are likely to be accepted by Parliament, and since this depends on the decision of the Government majority, they have to ascertain what proposals

will be assented to by the Government officials. And here they have to deal with an official whose views as to the expediency of legislation by rule have undergone a remarkable change. In 1883 Sir HARDINGE GIFFARD took occasion in the House of Commons to protest against the "silent and *secret* mode of altering the law" by rules. It would appear that if Sir HARDINGE GIFFARD had still been Sir HARDINGE GIFFARD, and had still been in opposition, the Council of the Incorporated Law Society would have found in him a warm supporter of any Bill which proposed to restrict this obnoxious "silent and *secret* mode of altering the law." But the transformation of Sir HARDINGE GIFFARD into Lord HALSBURY was accompanied with a transformation of his opinions on this subject. Lord HALSBURY saw that Sir HARDINGE GIFFARD had taken a lamentably one-sided view of the matter. He had thought only of the advantage of the public and the profession. He had overlooked the great convenience to a Lord Chancellor who had not made up his mind as to all the provisions of a Bill, of introducing a skeleton Bill to be completed by rules; the great advantage of keeping back matters which might give rise to troublesome opposition, and providing that they should be dealt with in the "silent and *secret* mode"; and, perhaps also, the great increase of dignity arising from the personal power to legislate on all kinds of subjects. However unconstitutional in principle this mode of legislation may be, it is highly convenient to the legislator. And with the proverbial zeal of a new convert, Lord HALSBURY has persistently sought to avail himself of the "silent and *secret* mode." It is with this rule-making cadi that the Council of the Incorporated Law Society have had to reckon, and, in place of complaining of the smallness of the concession asked for, we ought to be very thankful if even this is obtained.

The Bill, if it passes into law, will, at all events, to a certain extent, secure an interval for representation and remonstrance before objectionable rules are made. There is no provision that the rule-making authority shall consider, or even receive, objections; but then it should be remembered that there is all the difference in the world between the effect of remonstrance before a rule is actually made and while it is only in the nature of a proposal, and remonstrance after a rule has been actually made and issued. Those who know something of the proceedings of the Rule Committee have reason to believe that, even under the existing system, there is no hesitation on the part of the committee in cancelling, in consequence of fuller information or private criticism, rules which may have been passed by the committee, but which have not yet been issued. But we all know that, when a rule has once been issued, it requires articles in legal journals, succeeded by skilfully-directed agitation, deputations, and what not, to get them altered. Though the Bill will directly effect no further change than procuring the publication of drafts of rules forty days before such drafts can be made and issued as rules, we think, for the reasons above given, that this alone will be practically a very important safeguard, provided always that the council are prepared to discharge the obligation which, as we shall hereafter point out, their introduction of the Bill in its present form appears to lay on them. The passing of the Bill will be a great point gained in another respect. It will furnish a precedent for a more direct restriction of the powers, not merely of the Rule Committee, but also of other rule-making authorities, and, in particular, of the cadi aforesaid; and will not merely furnish such a precedent, but will probably also, in course of time, afford an incitement to action in the direction suggested by the President. For when the rule-making authorities have had a few years' experience of remonstrance against drafts, they may come to see that it is better to divide the responsibility and admit a statutory right of consultation of the representatives of both branches of the profession. Here, again, however, the result will depend on the mode of discharge of the obligation to which we have previously referred.

We think we have said enough to shew that the Bill is one which ought to receive the hearty support of the profession, and for the introduction of which all lawyers should feel grateful to the Council of the Incorporated Law Society. Solicitors in particular should be rejoiced that the council have brought forward the Bill in its present form, because, by proposing that the draft of rules shall be published forty days before they can be made, the council impliedly undertake that they will examine every such draft with an eye to the interests of the profession, and take action to protect such interests; and will never, in future, leave the

defence of those interests to be taken up, in the first instance, by public-spirited members of the profession outside the council. The "we must submit to the inevitable" policy (already discredited by a year of vigorous effort with triumphantly successful results) must be altogether discarded if this Bill becomes law.

We do not propose, in the present article, to go into any detailed criticism of the provisions of the Bill, but there is one point to which we should call attention. We said above that the Bill will, *to a certain extent*, secure an interval for representation. The reason for this remark is that clause 1 does not bind the rule-making authority to give any notice whatever of the rules which they may *substitute* for the draft published in the *Gazette*. We assume, of course, that all rule-making authorities will be honourable and straightforward men, incapable of the trick of publishing a "dummy" draft; but it does not at all follow that the protection given is complete. Take this case, for instance: the Rule Committee publish a draft of rules, including a rule effecting a minute and unobjectionable technical alteration in the solicitor-baiting rule (R. S. C., ord. 65, r. 11), relating, say, to the costs of the official solicitor. The putative parent of that rule will see the draft, like the rest of the world; he will not be unlikely to have some "amendment" of the rule on hand; he forthwith lays it before the committee, urging the extreme importance of strengthening the procedure while they are dealing with the rule; the committee accept it in good faith on his authority as a valuable "addition" to the draft. By clause 1 of the Bill they are perfectly justified in doing this: they may make the rules "either in the form or to the effect of the published draft, or with such alterations or additions as to the said authority may seem fit." And of such alterations or additions no notice will be given until the rules are actually issued. We are aware that there may be some difficulty in framing a provision to meet this objection, but we do not regard the difficulty as insuperable.

THE LIABILITY OF DIRECTORS FOR ACTS *ULTRA VIRES*.

In the elaborate judgment delivered by Mr. Justice KEKEWICH in *Re Liverpool Household Stores Association (Limited)* he affirmed the proposition that directors are liable under section 165 of the Companies Act, 1862, for any loss occasioned by acts done *ultra vires* both of themselves and of the company, although they cannot be charged with either dishonesty or negligence. That this has usually been laid down as law can hardly be disputed, but as, apart from collateral circumstances, it does not appear to have been put into practice, and as a different opinion was strongly expressed by BACON, V.C., in *London Financial Association v. Kelk* (26 Ch. D. 107), it may be worth while to notice the current of judicial decision on the subject.

The clearest statement of the proposition seems to be contained in *Joint-Stock Discount Co. v. Brown* (17 W. R. 1037, L. R. 8 Eq. 381). In that case the plaintiff company had been established to carry on the business of bill-brokering, and for the purpose, among other things, of "making advances and procuring loans on, and the investing in, securities." In professed exercise of this power, the directors assisted in the construction of another company out of an existing banking business, and applied for 10,000 £50 shares in it. It was not intended that these should be allotted, and the measure was simply intended to delude the public. Upon the facts of the case, accordingly, the conduct of the directors was not such as to entitle them to consideration, and with regard to it JAMES, V.C., said:—"What might be said in a criminal court of that sort of arrangement I do not know. It is a very singular thing that persons should be found to join in a scheme of this kind, which, beyond all question, was to operate as a delusion and a snare upon the innocent persons who were to be tempted, by this representation of the large amount of applications that had been made, to accept shares in the company." Previously, however, to delivering the main judgment in which these remarks were contained, he had settled the dry questions of law whether the application for shares was *ultra vires*, and what in such case would be the liability of the directors. The answer to the first question depended upon the construction of the power quoted above, and the application was decided to be unwarranted by its terms, and therefore *ultra vires*. This being so, it was further held that the

directors could not avoid liability for the consequences. "Being *ultra vires*," said the Vice-Chancellor, "it was a breach of duty on the part of the directors, and I cannot hold paid directors to be entitled to a more favourable view in this court than ordinary unpaid trustees on a charge of a breach of duty."

The cases, however, in which nice points as to the construction of the powers of the directors arise are not so numerous as those in which, on general principles, it is clear that an improper application has been made of the assets of the company. In *Flitcroft's case* (31 W. R. 174, 21 Ch. D. 519), which was of this nature, the decision was made easier by the circumstance that the conduct of the directors, as in the case last referred to, was morally wrong. For several years they presented to the general meeting of shareholders reports and balance-sheets in which various debts known to them to be bad were shewn as assets, and hence there appeared to be a profit which, in fact, did not exist. Relying on these documents, the shareholders passed resolutions declaring dividends which were paid by the directors, of course out of capital. But, apart from any question as to the conduct of the directors, it was again held that they had incurred liability simply by acting *ultra vires*. It followed from the nature of a limited company that there was no power to make a return of capital, and such a dealing with the assets was a breach of trust for which the directors might be sued by the liquidator, even though all the shareholders had sanctioned it. The question of paying interest or dividends out of capital has been frequently discussed, and a leading decision upon it had previously been given by JESSEL, M.R., in *Re National Funds Assurance Co.* (27 W. R. 302, 10 Ch. D. 118). In that case there was no positive evidence of misconduct on the part of the directors, and it was attempted upon this ground to secure their immunity. But the late Master of the Rolls refused to allow that such an employment of capital could be, under any circumstances, compatible with real *bona fides*: "As to saying they did it *bona fide*, I think it is impossible to come to that conclusion; a man may not intend to commit a fraud, or may not intend to do anything which casuists might call immoral, and he may be told that to misapply money is the right thing to do, but when he has the facts before him—when the plain and patent facts are brought to his knowledge—as I have often said, and I say now again, I will not dive into the recesses of his mind to say whether he believed, when he was doing a dishonest act, that he was doing an honest one. . . . And when a man misappropriates money with a knowledge of all the facts, I cannot allow him to say that he is not liable simply because somebody or other told him that he was not doing wrong, or that somehow or other he convinced himself that he was not doing wrong." It may be noticed that these observations are quite in the spirit of the equity decisions which built up the doctrine of legal fraud recently rejected by the House of Lords, so far as actions of deceit are concerned, in *Peek v. Derry* (38 W. R. 33). They do not, however, apply to a director who has fallen into an honest mistake over the construction of his articles or memorandum of association. An equally clear case, and one which proceeded on the same lines, was that of *Re Oxford Benefit Building and Investment Society* (35 W. R. 116, 35 Ch. D. 502), decided by KAY, J. There the articles provided that no dividends should be payable, except out of "realized profits," but the directors chose to construe this as equivalent to "estimated profits," and for several years paid dividends out of the floating capital from time to time in their hands. This was clearly a mistake which was incompatible with ordinary intelligence, and KAY, J., thought himself justified in referring to and applying the passage quoted above from Sir GREGORY JESSEL. In the more recent case of *Re Faure Electric Accumulator Co.* (37 W. R. 116, 40 Ch. D. 155) he fixed directors with liability also for the payment of commission to a broker who had effected the placing of shares. Repeating the proposition that, "if directors apply money of the company for purposes so outside its powers that the company could not sanction such application, they may be made personally liable as for a breach of trust," he held that the payment of brokerage was an illegitimate payment, being in the nature of a bribe, and for this reason, among others, was *ultra vires*. Hence the usual consequence followed. It may be noticed that the defence of the director's honesty was set up in *Marselli's case* (28 W. R. 541), and was rejected by JESSEL, M.R. The act complained of was the payment without due inquiry of a

sum of money for preliminary expenses, these having been really incurred in "rigging the market." This was not a case, however, of a mere honest mistake; there had been a clear want of care, and upon this the director's liability might well be founded.

It thus appears that though no doubt is expressed as to the liability of directors for acts done merely *ultra vires*, and these are said to constitute a breach of trust for which they are liable as trustees, yet two other circumstances are always present; either the acts complained of are accompanied by conduct on the part of the directors which is morally wrong, or they involve an application of the assets of the company which any man of ordinary capacity must know to be improper. But where these collateral circumstances are not present there is an inclination to remember that directors are not really trustees, and to shirk from visiting upon them all the consequences of a breach of trust. As was said by JAMES, L.J., in *Marzetti's case (supra)*, although they must shew something like reasonable diligence, yet they are not to be made liable upon those too strict rules which were in former times established by the Court of Chancery to make unfortunate trustees liable. This principle was acted upon by WICKENS, V.C., in *Pickering v. Stevenson* (20 W. R. 654, L. R. 14 Eq. 322), where it was held that the payment of costs of a prosecution for libel was *ultra vires*. At the same time it was remarked that the position of the directors was very different from that of ordinary trustees, and as they had acted *bona fide*, and in the sincere belief that they were carrying out the wishes of a large majority of the shareholders, they were not ordered to refund the sums already paid. As a further ground it was pointed out that the repayment would only benefit infinitesimally the shareholders entitled to complain. But the most explicit expression of opinion in favour of directors who honestly mistake their powers is that of BACON, V.C., in *London Financial Association v. Kelk (supra)*, though, as he ultimately held that nothing had been done *ultra vires*, the point was not essential to his decision. He considered that the question was to be decided in the same way as any other question which affect the liability of directors, and that if they applied to the construction of the articles the same care which an honest and prudent man would shew in dealing with his own affairs, they must be absolved from blame. Judged by the *dicta* in the above cases, it can hardly be maintained that this opinion is good law, and it is probable, as KEKEWICH, J., says, that directors who in point of fact act *ultra vires* must take the risk of any mistake which they may make; at the same time, should the question ever arise stripped of all collateral circumstances imputing to the directors wrong-doing, or negligence, or want of ordinary insight, it is possible that the general proposition may require to be reviewed.

CORRESPONDENCE.

COMMISSIONERS FOR OATHS ACT, 1889.

[To the Editor of the *Solicitors' Journal*.]

Sir.—An application was made to me, as a commissioner for oaths, to note a protest by a master of a vessel where, through stress of weather, part of the cargo had been lost overboard. There was no notary public available and no justice of the peace within easy reach. Upon reference to the Commissioners for Oaths Act, 1889, I find that section 2 authorizes the taking of affidavits (which includes "attestation or protestation of honour") relating to "applications for notarial faculties," and that section 6 empowers the officials therein described to "do any notarial act which any notary public can do within the United Kingdom," but I do not find that these last mentioned powers have been extended to commissioners for oaths. If the "noting" of a protest be a "notarial act," it would appear that a commissioner for oaths is not empowered to take the protest. What is the practice of the profession in this respect, and what are your views as to the power of a commissioner to note these protests?

Dolgell, May 24.

W. R. DAVIES.

WORDS AS TRADE-MARKS.

[To the Editor of the *Solicitors' Journal*.]

Sir.—The essential particulars of new trade-mark words required to be registered as trade-marks are stated in the Patents, Designs, and Trade-Marks Act, 1888, s. 10, to be (1) invented words, or (2) words having no reference to the character or quality of the goods,

and not being a geographical name. There is no statutory meaning or definition of these terms. For a guide as to the words which may now be registrable one turns to the official *Trade-Marks Journal*, the periodical record of the register of trade-marks, to consider the construction of those words which are registered, and which have consequently satisfied the requirements of the Act in the view of the officials of the Patent Office.

I extract the following examples from recent issues of that official organ:—"Washerine," a laundry preparation; "Teateana," for tea. If it is said that these trade-mark words were registered when the recent Act had been but a short time in operation, and are, therefore, not fair examples, it will not avail much. The previous well-known decision of the Court of Appeal in *Van Duzer's Trade-Mark* explained that "a fancy word, to be capable of registration as a trade mark, must be a word which obviously cannot have any reference to any description or designation of where the article is made or of what its character is"; expressed otherwise as "obviously meaningless—non-descriptive of the particular article." In face of these tests, "Washerine" and "Teateana" were placed upon the register of trade-marks in 1889. But to come to a still more recent period. On March 7 last Mr. Justice Kay decided (upholding the decision of the Comptroller-General) that the word "Satinine" for starch and soap, was a descriptive word, and therefore could not be registered (34 *SOLICITORS' JOURNAL*, 319). It is curious to observe that "Satinine" was refused registration, but "Washerine" and "Teateana" were registered without contest. However, it was clear after the "Satinine" case, if it was not so previously, that a new trade-mark word required to be registered must be an invented word, must have no reference to character or quality, must be not a geographical name, be non-descriptive, and not end with "ine" attached to an ordinary word; the decisions of the comptroller thereafter might have been expected to be less varying. But there were registered as trade-marks "Honeyea," a food stuff, March 20-26, 1890; and "Blondine," a preparation for dyeing, bleaching, colouring, staining, and tinting human hair, May 8-14, 1890!

How can these contradictory examples of the exercise of a discretionary power be reconciled? Mr. Justice Kay's decision upholding the refusal to register the word "Satinine" shews, by parity of reasoning, that the examples given previously thereto are improperly registered for ought that appears to the contrary. But what shall be said of the words "Honeyea" and "Blondine," registered after that decision?

GEO. S. SOLOMON.

BUILDING SOCIETIES AND LIFE ASSURANCE.

[To the Editor of the *Solicitors' Journal*.]

Sir.—Section 3 of the Life Assurance Companies Act, 1870, provides that "every company established after the passing of this Act within the United Kingdom which shall commence to carry on the business of life assurance within the United Kingdom shall be required to deposit the sum of £20,000 with the Accountant-General of the Court of Chancery," &c.

Section 2 defines the term "company" to mean any person or persons, corporate or unincorporate, not being registered under the Acts relating to friendly societies, who issue or are liable under policies of assurance upon human life within the United Kingdom or who grant annuities upon human life within the United Kingdom.

The rules of a building society provide (*inter alia*) as follows:—

On the death of a member, having in the society any sum not exceeding £50, who shall die intestate, the same shall be paid, within one month of receipt of notice, to the person whom the board may deem entitled thereto without taking out letters of administration as per 37 & 38 Vict. c. 42, s. 29. Should the sum exceed £50, the same shall be paid to the deceased's executors or administrators. Or the share of any deceased member may be transferred into the names of the person or persons entitled thereto, as per rule 16, upon payment of the ordinary fees, when after such transfer, the first share, or, if all the books have been issued, the first book in the name of such person or persons upon the register of members, shall be considered as appropriated, and if not in arrear with subscriptions, carry with it the right to an advance in the same way as if the register number of such shares had been drawn in a ballot—provided always that the deceased member, whose share is so transferred, was over sixteen years of age and under fifty-five years of age, and in good health when the shares were issued or transferred to him.

Rule 16, referred to, provides for the manner of dealing with shares generally—i.e., as to the amount of each share, fines, subscriptions, &c.

Is a building society having such a rule as that set out a "company" within section 3 of the Life Assurance Companies Act, 1870?

STONEOVER.

[How can the building society be said to have issued, or to be liable under, a "policy of assurance"?—ED. S. J.].

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CASES OF LAST Sittings

Court of Appeal.

STOZ v. REES—No. 1, 22nd May.

PRACTICE—WRIT OF SUMMONS—INDORSEMENT OF “ADDRESS OF PLAINTIFF”—PLACE OF BUSINESS—R. S. C. IV., 1; APPENDIX A., PART I., FORM I.

Appeal from an order of the Queen's Bench Division (Grantham and Vaughan Williams, JJ.) affirming an order of Hawkins, J., in chambers, staying proceedings in the action until the writ of summons was amended by indorsing thereon the place of residence of the plaintiff. The master had refused to make the order. The writ, which was issued by a solicitor, was indorsed with the name of the place where the plaintiff carried on his business in the City of London. Ord. 4, r. 1, provides that “the solicitor of a plaintiff suing by a solicitor shall indorse upon the writ the address of the plaintiff, and also his own name or firm and place of business”; and Form I. in Part I. of Appendix A. speaks of the indorsement of the plaintiff's “residence.” The Divisional Court, following *Me v. Denbigh* (27 SOLICITORS' JOURNAL, 617), held that the “address” to be indorsed upon the writ of summons must be the place of residence, and not the place of business, of the plaintiff.

THE COURT (Lord Esher, M.R., and FAY and LOPEZ, L.J.J.) dismissed the appeal, holding that the judgment of the Divisional Court was right.—COUNSEL, Scarlett; Ashton Cross. SOLICITORS, Conwarden; C. Rogers.

High Court—Chancery Division.

THYNNE v. SHOVE—Stirling, J., 22nd May.

VENDOR AND PURCHASER—SALE OF BUSINESS—GOODWILL—LIMITED RIGHT TO USE NAME OF VENDOR.

The plaintiff carried on business at Blackheath as a baker and confectioner. In March, 1890, he entered into a contract to sell to the defendant his business, goodwill, and stock-in-trade, and in April, 1890, executed an assignment to him of the leasehold house or shop, the business, goodwill, and stock-in-trade, including therein a quantity of paper bags and cards bearing the name of “A. Thynne, Baker,” etc. No express assignment of the right to use the plaintiff's name was made. After using up the cards in stock, the defendant caused to be printed and issued similar cards, bearing plaintiff's name and the particulars of the business, but not disclosing the fact that the business had changed hands. The plaintiff moved for an injunction to restrain him from so using the name of the plaintiff, or otherwise trading in that name. He relied upon *Levy v. Walker* (27 W. R. 370, 10 Ch. D. 436) and *Gray v. Smith* (38 W. R. 310, 43 Ch. D. 208).

STIRLING, J., held that the plaintiff, having assigned the goodwill of his business, had claimed in excess of his rights, and the only limit to the use by the defendant of the plaintiff's name was that he must not hold the plaintiff out as the owner of the business so as to render him liable in any way. The plaintiff had relied principally upon *Levy v. Walker* (27 W. R. 370, 10 Ch. D. 436). In that case, Mrs. Levy, who, when Miss Charbonnel, had carried on business with Miss Walker in London under the name of Charbonnel & Walker, had assigned her share to Miss Walker and removed to Paris: she sought to restrain Miss Walker from trading under the name of Charbonnel & Walker. The relief sought was refused, partly, it was clear, on the ground that no possible liability could be imposed upon Mrs. Levy by Miss Walker's acts. In *Levy v. Walker* James, L.J., held that the assignment of the goodwill and business did convey the right to use the full name of the former partnership, and the exclusive right to use that name as between the vendor and the purchaser of that business. His lordship held that the defendant was entitled to use the name of the plaintiff so far as not to expose the plaintiff to any liability, and granted an injunction restraining the defendant, his servants and agents, from using the plaintiff's name in such a way as to hold him out as a person with whom contracts were made, which would impose liability. No order as to costs.—COUNSEL, Graham, Hastings, Q.C., and Bradford; Buckley, Q.C., and Lovett. SOLICITORS, Ingolby & Adkin; Keene, Marsland, & Bryden.

RE CHARLES JACKSON (Deceased); LONGDALE v. JACKSON.—Stirling, J., 7th May.

WILL—CONSTRUCTION—PERIOD OF DISTRIBUTION—CLASS.

Charles Jackson by his will, dated the 5th of May, 1868, appointed his brother, Frederick Jackson, executor and trustee thereof, and devised four freehold and four copyhold houses at Fulham to his brother, Thomas Henry Jackson, for life, and three freehold houses at Fulham to his brother, James Jackson, for life, with remainder for life to the survivor of them, and after the death of such survivor with remainder for life to Frederick Jackson, and then directed:—“And from and immediately after his decease (Frederick), then I direct that the rents and profits of the said hereditaments and premises shall be held and retained for the absolute use and benefit of all and every of the children of the said Frederick Jackson who shall be then living until the youngest shall attain the age of twenty-one years, after which time I direct the same hereditaments and premises to be sold by public auction or private contract, and the proceeds divided equally between such children, and the issue of such of them as may have died leaving issue.” Thomas Henry Jackson died in 1875, and James Jackson in 1876. Frederick Jackson died in 1879, having had six

children, five of whom survived him. Of these six children, one daughter, Mary Ann, married John Lonsdale, had two children, and died in 1874. These two children, by their father and next friend, took out an originating summons against the widow and executrix of Frederick Jackson and his five surviving children, claiming, as the only issue of Mary Ann Lonsdale, to take a share in the proceeds of sale of the freehold and copyhold houses devised by the will of Charles Jackson, and to take such share *per capita* with the five children of Frederick Jackson living at his decease. The youngest child of Frederick Jackson would be twenty-one years of age in August, 1890.

STIRLING, J., on the estate of the seven claimants being joint tenants or tenants in common, distinguished *Morgan v. Britton* (13 L. R. Eq. 28, 20 W. R. Ch. D. 134) and followed *Goodier v. Johnson* (18 Ch. D. 440), and held that there were no words in the will to render it necessary for the children to survive the death of the tenant for life, Frederick Jackson, or to postpone the period of distribution. “Such” children must be read as referring to “all and every the children” of Frederick, and the class generally must include the survivors and the issue of the deceased daughter. The children of Mary Ann Lonsdale would share *per capita* with the five surviving children of Frederick Jackson. Costs out of the fund in question.—COUNSEL, Phipson, Beale, Q.C., and Hull; Graham, Hastings, Q.C., and W. Baker. SOLICITORS, Hoggard & Dawson; Tippets & Son.

RE THE CROWN BANK (LIM.)—North, J., 1st May.

COMPANY—WINDING UP—JURISDICTION—PETITION BY SHAREHOLDER—“JUST AND EQUITABLE”—COMPANY CARRYING ON BUSINESS NOT AUTHORISED BY MEMORANDUM OF ASSOCIATION—COMPANIES ACT, 1862, s. 79.

This was a petition by a shareholder for the winding-up of the company by the court. The company was incorporated in January, 1888, as a company limited by shares, by registration under the Companies Act, with a capital of £250,000, divided into 25,000 shares of £10 each, under the name of the Mid Northamptonshire Bank (Limited), which was in February, 1889, changed to “The Crown Bank (Limited).” The objects of the company, as defined by the memorandum of association, were the carrying on of the business of bankers in all its branches, with all incidental matters and things connected therewith and generally all banking and momentary operations, and for the purposes aforesaid, or in common with any of the said objects, the acquisition and holding or resale of real and personal estate, either by way of security, investment, or otherwise, the discounting of bills, and the granting and making of loans on security of almost any kind, and to carry on financial operations of every kind; the borrowing of money and making and issuing mortgages and other securities for money, secured on property of the bank, or without security; the investing the moneys of the bank in shares, stock, bonds, &c., and securities of any company, trust, or corporation formed under British, foreign, or colonial law, and upon any other securities; the acquiring, purchasing, or leasing of land, buildings, and property in the county of Northampton and elsewhere either in or out of dealing therewith; and many other very wide objects mentioned in the memorandum. In April, 1888, the directors issued a prospectus, inviting applications for shares, in which the objects of the company were thus stated:—“This bank has been formed for the purpose of extending banking facilities in the county of Northampton, particularly in the Parliamentary division of Mid Northampton, where from the rapidly increasing manufacturing population in the boot trade and other local circumstances, it is known there is a profitable field for further banking operations.” The petitioner alleged that on the faith of this prospectus he and other shareholders subscribed for shares. In 1888, the company opened an office for banking business at Rushden, in Northamptonshire, but did little or no business there, and about seven months afterwards that office was closed, the directors finding that it did not pay its expenses, and the company had never had any other business in Northamptonshire. In February, 1889, the name of the company was changed, as already mentioned, and they took an office in London at which they never carried on any proper banking business, but carried on a business consisting solely of speculations in stocks and shares. The only balance sheet ever issued showed that a considerable loss had resulted, but there was uncalled capital, though only about 5,400 shares had been issued. The petitioner alleged that under the circumstances it was “just and equitable” that the company should be wound up.

North, J., made a winding-up order, on the ground that it was “just and equitable” to the society. He said that the main business which the company was found to carry on was a local banking business; that business had been entirely abandoned, and the business which had actually been carried on in London was a speculative business of an entirely different nature. The prospectus, on the faith of which persons were invited to become shareholders, was addressed to the formation of a local bank, and nothing more. He agreed that the prospectus could not control the objects as defined by the memorandum, but he thought that the prospectus had placed the true construction on the memorandum. It was said that the speculations carried on by the directors were within the objects stated in the memorandum. In his opinion, if the memorandum of a company were to state the objects of the company to be the carrying on of any business whatsoever which the directors might think would be profitable to the shareholders, that would not be such a statement of the objects as was required by the Companies Act. If the present memorandum were construed as widely as it had been contended that it should be, it would authorize the running of a line of balloons between the earth and the moon. If such an interpretation were true, the memorandum would not, in his lordship's opinion, be within the Companies Act at all. In his lordship's view the company's business was that of bankers; that business had been abandoned and the business which had since been carried on was

outside the objects for which the company was formed. It had been urged that if the directors were doing that which was *ultra vires* there was a remedy well known open to the petitioner. He should apply to the court to restrain them from doing that which was beyond their power, and in such case a petition for winding up the company was not the proper remedy. As a general rule, and with certain limits, his lordship did not dissent from that proposition. If a company were carrying on their legitimate business and also an illegitimate one, a winding-up order would not be the proper remedy, but an injunction would. If the legitimate business had become impossible, and the company were carrying on an unauthorized business, a winding-up order would be the appropriate remedy. For instance, if a steamship company was established for the conveyance of goods between Liverpool and Dublin, and if for convenience they proposed to land the goods before they reached Dublin and to purchase a railway to carry the goods by land, the purchase of the railway being beyond their powers, that would be a case for an injunction; but if by any chance it became practically impossible for them to convey the goods by steamer, and they proposed to buy the railway and carry the goods in that way only, thus carrying on only an unauthorized business instead of their proper business, then he thought it would be open to a shareholder to apply for a winding-up order. This was the ground on which his lordship decided this case.—COUNSEL, *Napier Higgins, Q.C., and Duke; Bramwell Davis; Cozens-Hardy, Q.C., and A. R. Kirby; Everett, Q.C., and Chadwyck Healey; P. F. Wheeler.* SOLICITORS, *C. Curtis; C. Snelles; Godden S. Hore; G. Lincoln.*

Bankruptcy Cases.

Re SMITH—Q. B. Div., 20th May.

BANKRUPTCY—DISCLAIMER OF LEASE—MORTGAGE BY SUB-DEMISE—ASSIGNMENT OF MORTGAGE—VESTING ORDER—BANKRUPTCY ACT, 1883, s. 55.

In this case an important question was referred by the registrar to the judge for decision, as to whether a mortgagee by demise, after being served by the trustee in bankruptcy with notice of motion for leave to disclaim, can get rid of the liability imposed on him by section 55, sub-section (6), of the Bankruptcy Act, 1883, either to take a vesting order subject to the same obligations as the bankrupt was under or be excluded from all interest in the property, by transferring his mortgage to an assignee, not for value or with the intention of parting with any beneficial interest in favour of the assignee, but by constituting such assignee trustee for him with the sole intention and object of relieving himself from the aforesaid liability. There was also the further question whether the same thing could be done, at any rate, when the assignee is not a responsible person, and is unable to fulfil the obligations the bankrupt was under to the landlord. In 1883 the bankrupt took a building lease of certain land for ninety-nine years at a small ground-rent subject to the usual covenants, and in February, 1884, he created a mortgage to Messrs. Hepburn & Co. by sub-demise. In March, 1890, after the bankruptcy had taken place, the trustee gave notice of his intention to disclaim the property. In April, 1890, the mortgagees executed an assignment of the sub-demise to a nominee of their own, who was a clerk in their employ, and it was concluded that a vesting order should be made to such nominee.

CAVE, J., said that the object of the assignment was, that the mortgagees might relieve themselves of liability as soon as they should think fit to relax their hold on the property, and that they might be entitled to take the profits of the lease as long as the profits exceeded the liabilities, and when that was no longer the case they should be able to throw the burden on the nominee, who was a person without means. The question turned on the construction of section 55 of the Bankruptcy Act, 1883. That section, which considerably extended the corresponding section in the Act of 1869, provided that, where any part of the property of the bankrupt consisted of land of any tenure burdened with onerous covenants or of other onerous property, the trustee might disclaim such property, which disclaimer should operate to determine the rights, interests, and liabilities of the bankrupt and his property in respect of the property disclaimed, and should also discharge the trustee from all personal liability in respect of the property disclaimed, but should not, except so far as was necessary for the above purposes, affect the rights and liabilities of any other person. It was further provided that the court might, on application by any person either claiming any interest in any disclaimed property or under any liability not discharged by the Act in respect of any disclaimed property, and on hearing such persons as it thought fit, make an order for the vesting of the property in, or delivery thereof to, any person entitled thereto, or to whom it might seem just that the same should be delivered by way of compensation for such liability as aforesaid, or a trustee for him, and on such terms as the court thought just; and on any such vesting order being made the property comprised therein vested accordingly in the person therein named in that behalf without any conveyance or assignment for the purpose. There could be no doubt that that gave the court an extremely wide discretion, but then there was a proviso which ran:—“Provided always that, where the property disclaimed is of a leasehold nature, the court shall not make a vesting order in favour of any person claiming under the bankrupt, whether as under-lessee or as mortgagee by demise, except upon the terms of making such person subject to the same liabilities and obligations as the bankrupt was subject to under the lease in respect of the property at the date when the bankruptcy petition was filed, and any mortgagee or under-lessee declining to accept a vesting order upon such terms shall be excluded from all interest in and security upon the property.” It was argued that as by the first part of that section the court had authority to make an order to vest the property in the person

entitled thereto, or in a trustee for him, that that meant that under the proviso the same course might be taken. Without going to the length of saying that in no case could the court make an order to a trustee for a mortgagee by sub-demise, it was clear that it could not be done in the present case. The obvious intention was that the mortgagee must be willing to assume the liability. Here the mortgagee was not willing. He asked that a nominee of his might be made liable, and that he might enjoy the property so long as any profit could be got out of it and not afterwards.—COUNSEL, *A. T. Lawrence; Yates Lee; SOLICITORS, Lawrence & Co.; Hepburn, Sons, & Cutcliffe.*

Solicitors' Cases.

BATTEN, PROFFITT, & SCOTT v. THE DARTMOUTH HARBOUR COMMISSIONERS—Kekewich, J., 3rd, 9th, and 23rd May.

SOLICITORS' COSTS OF LITIGATION ON BEHALF OF COMMISSIONERS—COMMISSIONERS' CLAUSES ACT, 1847 (10 VICT. c. 16), s. 60.

The plaintiffs were solicitors who had recovered judgment against the defendants for the amount of their bill of costs incurred in litigation, and they obtained the appointment of a receiver, and an order for inquiries as to the defendants' property and debts and the priorities of incumbrances. The defendants were constituted and authorized to carry out harbour works by special Acts of Parliament, one of which, passed in 1882, incorporated the Commissioners' Clauses Act of 1847. On further consideration, the plaintiffs asked for their costs of the action out of funds in court, derived from rates and tolls, in priority to those of other parties, and the defendants asked for their costs as between solicitor and client out of the same fund. The private Act of 1882 authorized the commissioners to pay their current expenses, and section 60 of the Act of 1847 provided that commissioners should not be personally liable and should be indemnified out of rates and other moneys coming to their hands by virtue of that Act and the special Act.

KEKEWICH, J., said that the plaintiffs were entitled to their costs of the action to a certain extent. He should direct the taxing master to distinguish the costs of which the other parties, except the commissioners, had had the benefit and allow these, and the plaintiffs must add the rest to their security. As to the costs of the commissioners, his lordship was of opinion that on the words of the general Act of 1847 they were entitled to receive them as between solicitor and client out of the funds in court in priority to all other parties.—COUNSEL, *Millar, Q.C., and Mulligan; Marten, Q.C., and Swinfin Eady; Ronshaw, Q.C., and Grossmer Woods; Horton Smith, Q.C., and Stewart Smith; M. T. Joyce, Upton, Fitzgerald, SOLICITORS, Batten, Proffitt, & Scott; Granville, Smith, & Co.; Kendall, Price, & Francis; Austin & Austin; H. Barnes; Woodcock, Ryland, & Parker.*

LAW SOCIETIES.

ASSOCIATED PROVINCIAL LAW SOCIETIES.

The annual meeting of the above societies was held at the Law Institution on the 14th inst., Mr. C. T. SAUNDERS in the chair. The undermentioned societies were represented as follows:—The Berks, Bucks, and Oxfordshire Incorporated Law Society, by Mr. D. H. Witherington; the Birmingham Incorporated Law Society, by Mr. C. T. Saunders; the Bristol Incorporated Law Society, by Messrs. H. O'Brien O'Donoghue and Chas. R. Hancock; the Gloucestershire and Wilts Incorporated Law Society, by Mr. R. Ellett; the Leeds Incorporated Law Society, by Mr. A. Copson Peake; the Liverpool Incorporated Law Society, by Messrs. Thos. Bellinger and F. Marton Hull; the Manchester Incorporated Law Association, by Mr. John Cooper; the Newcastle-upon-Tyne Incorporated Law Society, by Mr. Thos. G. Gibson; the Nottingham Incorporated Law Society, by Mr. Arthur Barlow, and Mr. Thomas Marshall, hon. sec.

The notice calling the meeting having been read, the accounts for the year 1889, as printed, were presented, and having been audited, were passed, and Mr. William A. Jeavons and Mr. Thomas Marshall were elected hon. secs. for the year.

The subscriptions of members for the current year was fixed as follows:—£2 for the societies whose members do not exceed fifty, and £4 for the societies whose members exceed fifty.

Remuneration of private trustees.—Mr. JOHN COOKE, on behalf of the Manchester Law Association, moved the following resolution:—“That it is expedient that legislative provision be made for the remuneration of private trustees, unless expressly excluded by the author of the trust.” Mr. Cooper having stated that several law societies had approved of the proposal, urged that the reasons given against the ordinary rule that work should be paid for were inadequate; that a scale might be framed which would not burden the trust, and that if trustees were paid by commission on the funds received, duty and interest would coincide. As to the objection that no change is needed because the author of a trust may pay the trustee if he chooses, the answer is that testators and others do not consider the trouble involved by trusteeship, and that the case of a new trustee is not provided for. The objection that professional trustees would be encouraged was open to the answer that there might be a worse evil—that of persons who manipulate a trust for their own benefit. The

* The following societies had written approving the proposal:—Liverpool, Manchester, Birmingham, Bristol, Newcastle, Derby, Sunderland, Chester and North Wales.

The following societies had written disapproving the proposal:—Leeds, Wolverhampton, Sheffield, Worcester and Worcestershire.

May 31, 1890.

under the length of time for a case to be wilting. He might enjoy it not after

admitted difficulty of fixing a fair scale might, he thought, be got over, and had not been found insuperable in other cases.

Mr. BELLINGER (Liverpool) seconded the resolution, which was supported by Mr. GIBSON (Newcastle), and, in principle, by Mr. C. R. HANCOCK (Bristol). On the other hand Mr. WITHERINGTON (Berkshire, Bucks, and Oxon), Mr. PHANE (Leeds), Mr. BARLOW (Nottingham), Mr. ELLIOTT (Gloucestershire and Wilts) were for various reasons opposed to the proposal.

Mr. COOPER, in reply, admitted the value of the discussion, and thought it better that the matter should stand over for further consideration, and that in the interval a draft scale of charges might be prepared.

The Bankruptcy Bill, 1890.—The CHAIRMAN called attention to an interview which took place on the 9th of May between a deputation from the London Chamber of Commerce and Sir Michael Hicks-Beach on this subject, at which the President of the Board of Trade had thrown out the suggestion that some of the chief objections which had been urged against the measure might perhaps be met by allowing a four-fifths or five-sixths majority of the creditors to bind the minority to a deed of arrangement, on the condition that the Board of Trade had some opportunity of preliminary investigation, with the right of stopping the proceedings in case misconduct were proved against the debtor. He mentioned that valuable reports on the Bill had been framed by the Council of the Incorporated Law Society and by several members of the provincial law societies. Eventually, after some discussion, on the motion of Mr. ELLIOTT, seconded by Mr. COOPER, it was resolved:—"That the hon. sec. be requested to prepare and circulate for consideration and adoption a report on this Bill, having regard to the reports already made by members of the association."

A vote of thanks to the chairman concluded the business of the meeting.

LAW STUDENTS' JOURNAL.

RESULTS AT THE HONOURS EXAMINATION.

Only seventeen candidates who entered for the honours examination succeeded in obtaining honours, of whom one obtained first class distinction, three were in the second class, and thirteen in the third.

Mr. J. L. HUNTER, who wins the "John Mackrell," in addition to the Clement's-inn and Daniel Beardson prizes, was educated at Boston, and was articled to Mr. A. C. Hillman, of Eastbourne. After passing the intermediate, Mr. Hunter read privately after office hours until three months immediately preceding the examination, during which period he was coached for the final; he did not attend any of the Incorporated Law Society's lectures.

THE INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

April, 1890.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following candidates as being entitled to honorary distinction:—

FIRST CLASS.

JOSEPH LOWTHER HUNTER, who served his clerkship with Mr. Arthur Chester Hillman, of Eastbourne.

SECOND CLASS.

[In Alphabetical Order.]

ALFRED AUSTIN, B.A., who served his clerkship with Mr. Herbert Nelson, of the firm of Messrs. Nelson, Barr, & Nelson, of London and Leeds.

CYRUS LATIMER CROFT, who served his clerkship with Mr. Thomas White Windeatt, of Totnes; Mr. William Adams, of Plymouth; and Messrs. Crowders & Vizard, of London.

FRANCIS CLIFF WATKINSON, who served his clerkship with Mr. Samuel Leary, of Huddersfield.

THIRD CLASS.

[In Alphabetical Order.]

THOMAS HENRY BROUGHTON BAMPFORD, who served his clerkship with Mr. John Bamford, of Ashbourne.

WILLIAM HERBERT BARNES, who served his clerkship with Mr. Francis Edward Roberts, of Chester; and Messrs. Kennedy, Hughes, & Kennedy, of London.

LEONARD ALLEN BENHAM, who served his clerkship with the late Mr. William Ansell Day; and Mr. Montague Lowther Chapman Cather, of London.

FRANCIS HENRY BROMWICH, who served his clerkship with Mr. St. Aubyn Angove, of London.

ALFRED ROGERS FORD, who served his clerkship with Mr. Charles Atkins Collins, of Trowbridge; and Messrs. Whitakers & Woolbert, of London.

GEORGE HAYNE, who served his clerkship with Mr. William John Graham, of Fowey; and Mr. George Henry Cartew, of London.

WILLIS ERNEST LOCKWOOD, who served his clerkship with Mr. John Jessopp Milnes, of the firm of Messrs. Milnes & Marshall, of Huddersfield; and Messrs. Van Sandau & Co., of London.

FRANCIS JOHN MORLAND, who served his clerkship with Mr. John Thornhill Morland, of Abingdon.

ERNEST LOWDALY NANCSON, who served his clerkship with Mr. Tom Lamony, of the firm of Messrs. Little & Lamony, of Penrith.

CHARLES HENRY PITTITT, who served his clerkship with Messrs. Vickers, of Liverpool.

Son, & Brown, of Sheffield; and Messrs. Peacock & Goddard, of London. ARTHUR PYKE, who served his clerkship with Mr. Arthur James Summers; Mr. George John Cuddon; and Mr. Frank Broome, all of London.

EDMUND SALOMON SPYER, who served his clerkship with Mr. Salomon Spyer, of London.

ALFRED ERNEST WARD, who served his clerkship with Mr. Edward Hitchings Flux, of the firm of Messrs. Flux & Leadbitter, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Hunter—prize of the Honourable Society of Clement's-inn—value 10 guineas; and the Daniel Beardson prize—value about 25 guineas.

The council have also awarded to Mr. Hunter "The John Mackrell Prize"—value about £12 10s.

Sixty-five candidates gave notice for the examination.

PENDING LEGISLATION.

PUBLICATION OF RULES.

A Bill to improve the Procedure for making Rules of Court and other Rules.

Be it enacted, &c.:

1. *Draft rules to be published.*—The draft of all rules proposed to be made by any rule-making authority shall be published in the London Gazette at least forty days before the same shall be made; and on the expiration of those forty days (but not before) the rule-making authority may make the rules, either in the form or to the effect of the published draft, or with such alterations or additions as to the said authority may seem fit.

In the case of any rules which it is proposed shall extend to Scotland or Ireland, publication in the Edinburgh or Dublin Gazette (as the case may be) as well as in the London Gazette, shall be requisite.

2. *Interpretation.*—In this Act the term "rule-making authority" means the authority for the time being empowered to make rules for Her Majesty's Supreme Court of Judicature in England, and for Her Majesty's Supreme Court of Judicature in Ireland, or any division thereof respectively; the Lord Chancellor of Great Britain, acting in pursuance of any Act empowering him to make rules, either alone or with the advice or concurrence of any other authority or persons, or otherwise; any Government department, acting in pursuance of any Act empowering that department to make rules, with the advice or concurrence of the said Lord Chancellor; the Board of Trade, acting in pursuance of Patents, Designs, and Trade-Marks Act, 1883; and the Rules Committee of County Court Judges appointed in pursuance of the County Courts Act, 1888.

3. *Short title.*—This Act may be cited as the Rules Publication Act, 1890.

LEGAL NEWS.

APPOINTMENTS.

Lord HERSCHELL has been appointed a Deputy Lieutenant for the county of Kent.

Mr. PATRICK COLL, solicitor, of Dublin, has been created a Civil Companion of the Order of the Bath. Mr. Coll was admitted a solicitor at Dublin in 1864. He has been for several years Chief Crown Solicitor for Ireland.

Mr. WILLIAM FREDERICK HAYNES SMITH, C.M.G., Governor of the Leeward Islands, has been created a Knight Commander of the Order of St. Michael and St. George. Sir W. Smith is the fourth son of Mr. John Lucie Smith. He was called to the bar at the Middle Temple in Trinity Term, 1863. He was Solicitor-General of British Guiana from 1865 till 1874, and Attorney-General from 1874 till 1887. He was created a Companion of the Order of St. Michael and St. George in 1887, and he was appointed Governor of the Leeward Islands in 1888.

Mr. FREDERICK BARNES PEACOCK, barrister, has been created a Companion of the Order of the Star of India. Mr. Peacock is the eldest son of the Right Hon. Sir Barnes Peacock. He was called to the bar at the Inner Temple in June, 1880. He was for several years registrar of the High Court at Calcutta, and he was subsequently secretary to the Judicial and Political Department of the Government of India.

Mr. RONALD JOSEPH CROSTHWAIT, Judicial Commissioner of the Central Provinces of India, has been created a Companion of the Order of the Star of India. Mr. Crosthwaite is the third son of the Rev. John Clarke Crosthwaite, Rector of St. Mary-at-Hill, London. He was educated at Merchant Taylors' School, and he was formerly scholar of Brasenose College, Oxford, and he was called to the bar at the Middle Temple in Trinity Term, 1868. He has been for many years a member of the Bengal Civil Service.

Mr. CHARLES OLIVER POOK, solicitor, of 29, King-street, Cheapside, and of Greenwich, has been appointed Solicitor to the Greenwich District Teachers' Association. Mr. Pook was admitted a solicitor in 1882.

Mr. ALFRED T. DAVIES, solicitor (of the firm of Herbert Lewis & Davies), of Liverpool, has been appointed a Commissioner for Oaths.

May 31, 1890.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

JOHN HENRY TATTERSALL and ROBERT LEACH ENTWISLE, solicitors (Tattersall & Entwistle), Southport. May 12. [Gazette, May 23.]
 PATRICK COLLINGS and COLIN HAY, solicitors (P. Collings & Co.), 19, Buckingham-street, Strand, London. March 28. The said Patrick Collings will continue the business under the old style.

[Gazette, May 27.]

GENERAL.

On the 22nd inst. the Royal assent was given to the Commissioners for Oaths Act (1889) Amendment Bill.

Mr. Thomas Farncombe Chorley, of Moorgate-street, solicitor, was seized with a fit in his office on Monday afternoon, and before medical attendance could be obtained he was found to be dead. Mr. Chorley, who was admitted in 1854, had been well known in City circles for many years.

It appears from the report of the Comptroller-General of the Patent Office on Patents, Designs, and Trade-marks that the total number of applications for the registration of trade-marks during 1889 was 11,316, a falling off from 13,315 in 1888, but a substantial increase on 1884, when they were 7,104.

The *London Gazette* of Friday week contains an order stating that the office of Trainbearer to the Lord Chancellor, and the office of Usher in the Chancery Division of the High Court of Justice attached to the Lord Chancellor, are abolished, and that henceforth there shall be attached to the Lord Chancellor's department permanent officer called the Junior Clerk of the Chamber, who shall discharge all such duties as clerk and attendant in relation to that department. The salary shall be £140 per annum, rising by annual increments of £5 to £180 per annum.

On the 26th inst. at the Marlborough-street Police Court, in the case of a lunatic charged with wandering by the police, Mr. Shell drew the attention of the inspector to the recent opinion first expressed by Mr. d'Eyncourt at this court, and subsequently by Sir John Bridge at Bow-street, that a doctor should be in attendance ready to give evidence before the magistrate. He had no doubt the Commissioners of Police had had their attention directed to the chief magistrate's recommendation. Inspector Deacon, A Division, said the latest order, dated the 24th inst., from the commissioners was that under no circumstances was a doctor to be called by the police to certify to the state of a person's mind before the charge was heard by the magistrate, who might, of course, direct such an examination. Mr. Shell.—Your order presumably relates only to the time they are in your custody. The object is to prevent delay, so that a magistrate may take the case of lunatics at once, and to obviate sending them back to the cells or keeping them waiting about while a medical man has to be fetched.

Mr. F. G. Hindle having written to Lord Field with reference to the statement of the Solicitor-General to the effect that his lordship had denied that he had made the observation in the case of *Regina v. Kay*, the *Justices of Over Darwen*, "The Legislature recognizes no vested right at all in any holder of a licence," has received the following reply. The report of the case which quotes the observation in question appears in a book published by Mr. Hindle:—"Bakeham, Englefield-green, May 21. Sir.—I return herewith the documents which you have been good enough to forward to me. Mr. Solicitor-General was fully (word omitted) in saying what he did, as, referring to what I understood had been stated with regard to my views, I authorized him to do so. I do not, however, propose at the present time, or on the present occasion, to enter upon any discussion of the question. It is enough for me to say that it was no part of my intention, or of anybody else, as far as I know, to impute to you, or to anybody, any want of veracity. I was not even aware of the report or that you were its author.—I am, Sir, your obedient servant, FIELD."

The Temiscouata Railway Co. will receive subscriptions for £140,000 Five per Cent. First Mortgage Debenture Bonds at 98 per cent., including coupon for six months' full interest due 1st of September next. The Government of the Dominion of Canada have unconditionally guaranteed (irrespective of the earnings of the railway) the interest on this issue for ten years from 1st March, 1890. As an additional security for the bondholders the company have provided for the formation of a reserve fund for securing the regular payment of the interest after the expiration of the Government guarantee, and for that purpose have undertaken to set aside 33 per cent. of the nett earnings of the branch in each year for ten years, and to place the same in the hands of trustees to accumulate.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

APPEAL COURT

No. 2.

Mr. Justice

KAY.

Mr. Justice

CHITTY.

Date.	Mr. Ward	Mr. Lavia	Mr. Clowes
Monday, June 2	Mr. Ward	Mr. Lavia	Mr. Clowes
Tuesday 3	Pemberton	Carrington	Jackson
Wednesday 4	Ward	Lavia	Clowes
Thursday 5	Pemberton	Carrington	Jackson
Friday 6	Ward	Lavia	Clowes
Saturday 7	Pemberton	Carrington	Jackson

Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KELKINSON.
Monday, June 2	Mr. Godfrey	Mr. Rolt
Tuesday 3	Leach	Farmer
Wednesday 4	Godfrey	Rolt
Thursday 5	Leach	Farmer
Friday 6	Godfrey	Rolt
Saturday 7	Leach	Farmer

TRINITY Sittings, 1890.

COURT OF APPEAL.

Appeal Court, I.

Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division sitting in Bankruptcy.

Tues., June 3 { App. motns. ex pte—orgl. motns.—and apps. from orgl. made on interlocutory motns. and apps. from the final list if required

Wednesday 4 { Apps from Q B final list

Thurs. 5 { Bkwy apps & apps from Q B Final List

Friday 6 { Bkwy apps & apps from Q B Final List

Saturday 7 { Apps from the Q B final list

Tuesday 10 { Apps from the Q B final list

Wednesday 11 { App. motns. ex pte—orgl. motns.—and apps. from orgl. made on interlocutory motns. and apps from final list if required

Thursday 12 { Apps from the Q.B. Final List

Friday 13 { Bkwy app. and app. from Q B Final List

Saturday 14 { Apps from the Q. B. Final List

Monday 16 { Apps from the Q. B. Final List

Tuesday 17 { Apps from the Q. B. Final List

Wednesday 18 { App. motns. ex pte—orgl. motns.—and apps. from orgl. made on interlocutory motns. and apps from final list if required

Thursday 19 { Apps from the Q.B. Final List

Friday 20 { Bkwy app. and app. from Q B Final List

Saturday 21 { Apps from Q B final list

Monday 23 { Apps from Q B final list

Tuesday 24 { Apps from Q B final list

Wednesday 25 { App. motns. ex pte—orgl. motns.—and apps. from orgl. made on interlocutory motns. and apps from final list if required

Thursday 26 { Apps from the Q.B. Final List

Friday 27 { Bkwy app. and app. from Q B Final List

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Tuesday 31 { Apps from the Q. B. Final List

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Friday 19 { Bkwy app. and app. from Q B final list

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Monday 21 { Apps from the Q. B. Final List

Tuesday 22 { Apps from the Q. B. Final List

Wednesday 23 { Apps from Q B final list

Thursday 24 { Apps from Q B final list

Friday 25 { Bkwy app. and app. from Q B final list

Saturday 26 { Apps from the Q. B. Final List

Monday 27 { Apps from the Q. B. Final List

Tuesday 28 { Apps from the Q. B. Final List

Wednesday 29 { Apps from Q B final list

Thursday 30 { Apps from Q B final list

Friday 1 { Bkwy app. and app. from Q B final list

Saturday 2 { Apps from the Q. B. Final List

Monday 3 { Apps from the Q. B. Final List

Tuesday 4 { Apps from the Q. B. Final List

Wednesday 5 { Apps from Q B final list

Thursday 6 { Apps from Q B final list

Friday 7 { Bkwy app. and app. from Q B final list

Saturday 8 { Apps from the Q. B. Final List

Monday 9 { Apps from the Q. B. Final List

Tuesday 10 { Apps from the Q. B. Final List

Wednesday 11 { Apps from Q B final list

Thursday 12 { Apps from Q B final list

Friday 13 { Bkwy app. and app. from Q B final list

Saturday 14 { Apps from the Q. B. Final List

Monday 15 { Apps from the Q. B. Final List

Tuesday 16 { Apps from the Q. B. Final List

Wednesday 17 { Apps from Q B final list

Thursday 18 { Apps from Q B final list

Friday 19 { Bkwy app. and app. from Q B final list

Saturday 20 { Apps from the Q. B. Final List

Monday 21 { Apps from the Q. B. Final List

Tuesday 22 { Apps from the Q. B. Final List

Wednesday 23 { Apps from Q B final list

Thursday 24 { Apps from Q B final list

Friday 25 { Bkwy app. and app. from Q B final list

Saturday 26 { Apps from the Q. B. Final List

Monday 27 { Apps from the Q. B. Final List

Tuesday 28 { Apps from the Q. B. Final List

May 31, 1890.

THE SOLICITORS' JOURNAL.

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Justice
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fromTuesday ... 24
Friday ... 25
Sat. ... 26
Monday ... 27
Tuesday ... 28{ Apps from the Chancery
General List

{ App. motns. ex pte—Orgl.

mots—apps. from ords

made on interlocutory mts

{ (sep list), and apps from

general list if required

Thursday ... 29

{ App. motns. ex pte—Orgl.

mots—apps. from orders

made on interlocutory mts

{ (sep list), and apps from

gen list if required

Thursday ... 29

{ County Palatine Apps., and

apps from Chan Gen List

Friday ... 8

{ Apps from the Chancery

Monday ... 11

{ General List

Tuesday ... 12

N.B.—Lunacy Petitions (if any) are taken in Appeal Court II. on every Monday at Eleven until further notice.

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

Chancery Court, I.

Ms. JUSTICE KAY.

Tuesday, June 3...Mots. adj sums, & gen. pa.
Wednesday 4...General paper
Thursday ... 5...Mts. adj sums & gen. pa.
Saturday ... 7...Mots. adj sums, & gen. pa.Monday ... 9...Mots. adj sums, & gen. pa.
Tuesday ... 10...General paperWednesday 11...Mots. adj sums, & gen. pa.
Thursday ... 12...Mots. adj sums, & gen. pa.Friday ... 13...Mots. adj sums, & gen. pa.
Saturday ... 14...Mots. adj sums, & gen. pa.

Monday ... 15...General paper

Tuesday ... 16...General paper
Wednesday 17...Mots. adj sums, & gen. pa.
Thursday ... 18...Mots. adj sums, & gen. pa.Friday ... 19...Mots. adj sums, & gen. pa.
Saturday ... 20...Mots. adj sums, & gen. pa.

Monday ... 21...Mots. adj sums, & gen. pa.

Tuesday ... 22...General paper
Wednesday 23...Mots. adj sums, & gen. pa.
Thursday ... 24...General paperFriday ... 25...Mots. adj sums, & gen. pa.
Saturday ... 26...Mots. adj sums, & gen. pa.

Monday ... 27...Mots. adj sums, & gen. pa.

Tuesday ... 28...General paper
Wednesday 29...Mots. adj sums, & gen. pa.
Thursday ... 30...General paperFriday ... 31...Mots. adj sums, & gen. pa.
Saturday ... 1...Mots. adj sums, & gen. pa.Monday ... 2...Mots. adj sums, & gen. pa.
Tuesday ... 3...General paper
Wednesday 4...Mots. adj sums, & gen. pa.
Thursday ... 5...General paperFriday ... 6...Mots. adj sums, & gen. pa.
Saturday ... 7...Remaining mts., remaining
Friday ... 8...Mots. adj sums & gen. pa.
Saturday ... 9...Mots. adj sums, & gen. pa.Monday ... 10...General paper
Tuesday ... 11...General paperWednesday ... 12...General paper
Thursday ... 13...General paperFriday, Aug. 1...Mots. adj sums & gen. pa.
Saturday ... 2...Mots. adj sums, & gen. pa.

Monday ... 3...General paper

Tuesday ... 4...General paper

Wednesday 5...General paper

Thursday ... 6...General paper

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Wednesday 10...General paper

Thursday ... 11...General paper

Friday ... 12...General paper

Saturday ... 13...General paper

Monday ... 14...General paper

Tuesday ... 15...General paper

Wednesday 16...General paper

Thursday ... 17...General paper

Friday ... 18...General paper

For hearing.
(General List.)
1890.

In re Rev D Thomas, dec Wildish v Fowler app of deft from judge of Mr Justice Kekewich, dated 4 Dec, 1888 Heard 5 August, 1889, by Lords Justices Cotton, Fry and Lopes, and directed to stand over till after trial of issue, restored by order, but not before 1 July next

Adam v Brown app of plif from judge of Mr Justice Kekewich, dated 30th April, 1889 Feb. 28 (restored after security given)

Lidstone v Collis app of deft in person from judge of Mr Justice Kay, dated 18 Feb, 1890 March 17

In re W Sharp, dec (construction) Rickett v Sharp app of deft J H Sharp from judge of Mr Justice Stirling, dated 20 Feb, 1890 March 17

In re Hetty Roper, dec (charitable bequest) Taylor v Bland app of Att-Gen from order of Mr Justice Kay on p:ts for payment out, dated 1 March, 1890 March 18

In re W W Rawlins' Will (device of No 85, Cannon-st, lately pulled down) and Settled Estates Act Pts of Emma Rawlins, widow, and anor app of E S Rawlins (surviving trustees and executor of S G Rawlins) from order of Mr Justice Kay, dated March 15, on p:ts March 29

In re Emma Elizabeth Walters, dec Neilson v Walters app of defts H E Walters & anr from judge of Mr Justice Kekewich, dated 2 March, 1889 March 29

In re Moneys held on Trusts of E E Walters' Will Neilson v Walters app of defts H E Walters and anr from judge of Mr Justice Kekewich, dated 21 Dec, 1889 and cross notice of p:ts, dated 6 April March 29

Wallis v Sayers Wallis v Sayers app of defts Baker & Sons from judge of Mr Justice Kekewich, dated 22nd July, 1889 Same action app of p:ts from order of Mr Justice Kekewich, dated 28th Feb, refusing directions to offl referee as to measure of damages to be assessed March 31

In re the Madagascar Merchantile and Development Syndicate, Id, & Co's Acts app of Thomas Trumell from refusal of Mr Justice Kekewich, for Mr Justice Kay, dated 14 March, to rectify Register of Shareholders April 1

Webb v Prime app of defts from judge of Mr Justice Kekewich, dated 12 March, 1890 April 2

(To be continued.)

From the County Palatine Court of Lancaster.
(Separate Interlocutory List.)
1890.

Lowndes & Co v Edwards & anr app of p:ts from judge of the Vice-Chancellor, dated Feb 28, 1890 March 24

In re Contract, dated 18 Feb 1890, for sale of Real Estate between Joseph Sandbach and James Edmondson and V & P Act, 1874 app of purchaser from order of the Vice-Chancellor, dated 28 April, declaring requisitions satisfactory as to title May 10

N.B.—The County Palatine Appeals as the dates of setting down are reached in the General and Separate Lists are set aside and taken on the first Thursday in every Sittings, and afterwards on the first Thursday in the following months during the Sittings.

N.B.—During Trinity Sittings Palatine Appeals (if any reached) will be taken on the following days, viz.:

Thursday, June 5.
Thursday, July 3.
Thursday, August 7.

FROM ORDERS MADE ON INTERLOCUTORY MOTIONS IN THE CHANCERY DIVISION.
(Separate Interlocutory List.)
1890.

Wilkinson & Co v Griffiths Bros & Co app of Pliffs from order of Mr Justice North, dated 17 May, directing account and refusing injunction against sale until trial May 13 (S.O. till 2nd appeal motion day, June 11, by order.)

Earl of Lathom v The Greenwich Ferry Co Id, app of Plif from order of Mr Justice Stirling dated 13 May, refusing to direct delivery by Receiver of Ferry Boats to mortgagees May 15

Evens v Ellis app of H. J. Gedge from order of Mr. Justice Stirling, dated 12 May, refusing allowance of objections to taxation May 15 (security ordered May 22)

In re J. H. Morgan dec Hill v Williams app of H. H. W. James from order of Mr Justice North, dated 9 May, refusing claim of heir-at-law for payment of costs of probate action out of personal estate May 16

The North Australian Territory Co Id v Goldsborough Mori & Co app of Dft Company from refusal of Mr Justice Kekewich for Mr Justice Kay, dated 25 April, to stay proceedings in action May 19

In re the North Australian Territory Co, Id & Co's Acts app of Company from order of Mr Justice Kekewich for Mr Justice Kay, dated 25 April, directing witness to appear and answer a question May 19

Bibby v Chaswynd Bart app of Pliffs from refusal by Mr Justice Stirling, dated 1 May, of order for discovery by affidavit of documents May 22

In re C. Mansell dec. Rhodes v Jenkins app of Charles Norton from four-day order of Mr Justice North, dated 20th May, for payment of money to Dfts Bar & anr May 23

In re Henry Crawshay dec Dennis v Crawshay & four other actions, and Re Henry Crawshay's Estate Act, 1889 app of Herbert H. Crawshay (party attending, &c.) from direction of Mr Justice North, dated 5 May, to chief clerk in answering enquiry as to portion of stock representing testator's partnership share May 24

FROM THE QUEEN'S BENCH AND PROBATE, DIVORCE, AND ADMIRALTY (ADMIRALTY) DIVISIONS.
For Hearing.
1890.

H H The Nizam's Guaranteed State Railways Co, Id, v R Wyatt, Surveyor of Taxes (Q B Crown side) app of Ry Co from judge of Baron Pollock and Mr Justice Hawkins, dated 21 Jan, on case stated by Commissioners of Taxes Feb 3

Moss v London and Transvaal Syndicate, Id app of defts from judge of Mr Justice Mathew, dated 27 January, at trial in Middlesex (Deft Co in liquidation) Feb 5

The Met Ry Co v The Met District Ry Co & anr app of p:ts Co from decision of Mr Justice Mathew on Feb 4 at trial on preliminary points as to jurisdiction of arbitrator to determine questions in dispute in action Feb 7

Whatley v Holloway (Q B Crown Side) app of p:ts from judge of Lord Justice Fry and Mr Justice Mathew, dated 8 Feb, on app from County Court Feb 18 Finney v Roberts app of deft from judge of Lord Justice Fry, dated 23 Feb, at trial in Middlesex March 4

Att-Gen v A B Greene, swinster (Q B Revenue Side) app of deft from judge of Baron Pollock and Mr Justice Hawkins, dated 24 Jan March 7

Bristol Trams and Carriage Co, Id v Mayor, &c, of City of Bristol app of defts from judge of Justices Deaman and Vaughan Williams, dated 22 Feb March 1 Mayor, &c, of Borough of Salford v County Council of Lancashire app of p:ts from judge of Mr Justice Grantham, dated 10 Feb, at trial at Manchester March 8

Graham Life Assn Soc v R H P Styles, Surveyor of Taxes (Q B Revenue Side) app of the Graham, &c, Soc from judge of Baron Pollock and Mr Justice Hawkins, dated 22 Jan, on case stated as to income tax March 10

Atkinson v Bradford 3rd Equitable Benefit Building Soc app of defts from judge of Mr Justice Mathew, dated 24 Feb, at trial in Middlesex (jury discharged) March 11

Taff Vale Ry Co v Barry Dock & Ry Co app of defts from judge of Mr Justice Wills, Sir F Peel, and M. Comyn Price, dated 24 Feb March 17

House v Steel, Young & Co app of p:ts from judge of Mr Justice Grantham, dated 5 Feb, at trial in Middlesex March 18

Hastley v Barnard app of p:ts from judge of Baron Huddleston, dated 17 Dec, at trial in Middlesex (jury discharged) March 20

Mills v Charlesworth app of p:ts from judge of Mr Justice Day, dated 12 March, at trial at York March 25

Antony Gibbs, Sons & Co v Young & anr app of defts from judge of Mr Justice Charler, dated 19 Nov, at trial in Middlesex from Bristol March 25

Taylor v Taylor app of defts from judge of Mr Justice Mathew, dated 20 Feb, at trial in Middlesex March 27 (security ordered April 23)

Cullerne v The London and Suburban General Permanent Benefit Building Soc app of defts from judge of Mr Justice Mathew, dated 24 Feb, at trial in Middlesex April 2

(To be continued.)

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

TRINITY Sittings, 1890.

Causes for Trial or Hearing.

(Set down to Tuesday, May 27th, inclusive.)

Motions, Petitions, and Short Causes will be taken on the usual days, as stated in the Trinity Sittings Paper.

Actions with and without Witnesses will be taken by Mr. Justice Kay on the usual Cause days in the order as they stand in the Cause Book.

Mr. Justice Chitty will take Witness Actions on the following days, vis.:— June 17, 18, 19, 24, 25, 26; July 1, 2, 3, 8, 9, 10. His Lordship will sit in Chambers every Monday during the Sittings. In the weeks when Non-Witness Actions are taken Further Considerations will be taken on Tuesdays. In the weeks when Witness Actions are taken, Further Considerations will not be taken on Tuesdays, but may be taken on Saturdays.

Mr. Justice North will probably commence taking Witness Actions on Tuesday, June 17th, and continue that class of work until further notice. His Lordship will sit in Chambers every Monday during the Sittings.

Mr. Justice Stirling will probably commence taking Witness Actions, on Tuesday, June 10, and continue that class of work until further notice. His Lordship will sit in Chambers every Monday during the Sittings.

Mr. Justice Kekewich will take Witness Actions every day, in the order as they stand in the Cause Book. See Note on Sittings Paper as to Liverpool and Manchester District Registry Business.

Adjourned Summons will be taken as follows:—Mr. Justice Kay, on Fridays and Saturdays; Mr. Justice Chitty, with Non-Witness Actions, except Procedure Summons, which (if any) are taken every Saturday; Mr. Justice North on Fridays and Saturdays; Mr. Justice Stirling also on Fridays and Saturdays.

N.B.—The above note as to adjourned summonses is subject to alteration as their Lordships may direct.

Before Mr. Justice KAY.

Causes for Trial (with witnesses and without witnesses).

In re Longworth Featherstonhaugh v Trye act

Jarrow, &c, Bldg Soc v North Eastern Banking Co, Id act wits

Davies v General Credit, &c, Co act wits

Pritchard Morgan v Grant act wits

London & North Western Ry Co v Evans & Co act

Silkebeck v Royal Bank of Scotland act & m f j (not before June 16)

Smith v Smith act wits

Matthews v New Brunswick Trady Co act wits

Stacey v Chester act & m f j wits

Bird v Warren act wits (not before June 18)

Jones v Jones act wits

De Walden v Marquis of Bristol act wits

In re the Met. Coal Consumers' Assoc. Id & Co's Acts Expte R. Constance motn (transferred from Mr. Justice North)

Taylor v Russell act

In re Easton Elliott v Bracebridge act

Pascal v Toope & Co act wits (p:hd)

Batchelor v Western District Army & Navy Co-operative Soc, Id act (p:hd)

Willocks v Croaker act wits

Walker v Walker act wits

Sullivan v Butcher ra f j

Richards & Co v Butcher & anr point of law

Richards v Butcher act wits

Portier v Talbot act wits

Lake Valley of Switzerland Ry Co Id v Bartling act wits

The Farmers and Cleveland Dairy Co, Id v Enkel act wits

Sims v Evans Evans v Sims act wits

Palmer v Mealey act wits

In re Tutill Storey v Bridgland act wits

Widgall v Thurman act wits (Michaelmas) ~

In re Ross The Witwatersrand Gold Fields Syndicate, Id v Ross act wits

Johnston v Bawden act wits

Coupe v Collyer act

Storr v Burland act wits

Wright v Mills act wits

In re Metn Coal Consumers' Assoc. Id & Co's Acts Expte Bishop mtn by order (transferred from Mr. Justice Chitty)

In re the same & Co's Acts Expte Hayes motn by order (transferred from Mr. Justice Chitty)

In re the same & Co's Acts Expte Hayes

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Before Mr. Justice NORTH.
Causes for Trial (with witnesses).
Kelly v Heathman act & sums
Levy & Co v Wartmann act
Wait v Watt act
Ayscough v Buller act
Temple v Sweetman Sweetman v
Temple act
Mallam v Mallam act
Forder v Hall act
Purrett v Loxley act
Jameson v Levy act
Attorney-General v Morgan act
Bollamy v Debenham cross-exam
Day v Foster act
Allen v Cook act
Mayor, &c, of Wolverhampton v Bils-
ton Township Come act
Bence v Watling act
Fletcher v Golland act
Lescher v Hart act
Gas Patents Syndicate, Id, v Lindsey
act
Roper v Oregon Gold Mining Co of
India, Id act
McCoan v McClinton act
Willoughby v Paulot, Brandon v Wil-
loughby act
Philippe v Whithead act & m f j
Jones v Headley act
Smith v Hanbury act
In re Harrison, Usher v Harrison act
Surley v Spratt act
In re Webster, Webster v Webster act
Low v Bouvier act
Lane v Godfrey act
Woodhead v Rowe act
In re Holmes Farrar v Edleston act
Peters v Castle act
In re Lawes Baylis v Rees act
Warren v Bligh act
Scholes v Brook act
Black v Lee act
Russell v Smith act
Weathersell v Pitt Thompson v
Westherall act & third party notice
of debt Pitt and Scott
Williams v Bird act
Barnett v Taylor act & m f j
Stuart v Hobson act
Potter v Farbury Grin Syndicate, Id
act
Bigwood v Same act
In re Staley, Staley v Goodwin act
Davillier v McMurdo act
Collard v Ramuz act (not before 1
Dec 1890)
Stanley v Troup act
Turnock v Sartoris Turnock v
Green act
Shaw v Ritchie act
Banks v Johnson act
Walton v Booms act
Appleby Brodell v Stewart act
Bowes v Purdie act
Horsey Local Board v Elder act
Pountrey v Fuller act
Lands Trading Co M v Rgers act
Harris v Ford, Lloyd & Co act and
mota for judgt
Taylor v Cooke act
The Beck Gas Engine Co Id v Evans
act
Pence v J. Ashforth & Co Id act
Libert v Norris act
Smith v Andrews act
Z. Scott v Park act
In re Sharpe In re Bennett The
Masonic & Amic Co v Sharpe act
Cessey v Roper act
Chester v Harris act
Cowley v Stocker act
Societe Anonyme des Mines et Fonderies
de Zinc de la Veille Montagne v
Jerrard act
A Pirie & Sons Id v Goodall & Son
act & moin
Commercial Bank of Scotland Id v
Sanderson act
Mote v Sari act
Burgess v Van Hoydonck act
Matthews v Martin act
Hart v Hyde act
Gall v Grain act
Hazelidine v Hazelidine act
Rickett v Bennett act
Harrison, Ansill & Co v Mayor & Co of
Farness act
Ballard v Hover act
Bates v Bouffier act
Cochrane v Stone act
Macnes & L & N W Ry Co act
Buckland v Mills act

In re Lacon Lacon v Lacon act
Hopkinson v Ingleton Improvement Co,
Id act
Gibson v Chessewright act
Avery v A. Wood & Sons act
Prew v Sanders act
Tweed v Death act
Griffith v Evans act
Halford v Hyam act
Lea v Smart act
Roberts v Peckham act
Alexander v Wolsey act
Sladen v Shemwell act
Garner v Coad act
Russell v Sudley act
Beecham v Turton act
Parrott v Burnett act
Kenrick v Danube Colls. & Co, Id
act

Causes for Trial (without Witnesses).
In re De Blaquier Davidon v De
Blaquier act
In re Robert Jones v Probert act
Saul v Simmonds motn for judgt (to
come on first day after depositions
are filed)
Swaffield v Robinson act
In re Carlisle Clegg v Clegg point of
law
Bax v Shillcock motn for judgt
In re Birmingham Concert Hall Co Id
mota ordered to go into non-witness
list
In re Dore Gallery, Id & Co's Acts
mota ordered to go into non-witness
list
Wooliscroft v Rhead point of law
Elve v Boyton act
Page v Lambert m f j
Farrow v Fletcher motion ordered to go
into non-witness list
Jones v Rotherham ac
Purdue v Hearne ac
Pointon v Muller m f j

Adjourned Summons.
In re Ramsey
Penley v Leitonitz pt hd
In re Drypool Parish Burial Ground
Act
West v Beddow
In re Saffery & Le Poer Trench & V &
P Act 1874
In re Barton-upon-Humber & District
Water Co Id & Co's Acts
In re Earl of Leven & Melville
Dacon v Earl of Leven & Melville
In re May Crawford v May
In re Constab'le Blundell v Constable
In re Hocking Way v Hocking
In re McMurdo Penfield v McMurdo
In re Munby & Sited Land Act, 1882
In re Hopper Orkney v Welford
In re Same Same v Same
In re Webb Leedham v Patchet adj
sums
In re Hutchins Simpson v Hutchins
adj sums

Further Considerations.
In re Prytherch Prytherch v Williams
Jenkins v Williams Jenkins v Bishop
fur con after official referee's rep't
In re Jackson Jackson v Battley fur
con and sums
In re Terry Terry v Terry fur con
In re Winslow Terry v Winslow fur
sums
In re Tait St George's Hospital v
Battersby fur con adj into Court
In re Yager Yager v Herming fur
con
Harrison v Harrison 2nd fur con
In re Poller Poller v Pegg 2nd fur
con
In re Guthrie Lyon v Guthrie fur
con & sums

Before Mr. Justice STIRLING.
Causes for Trial (with witnesses).
J. Rolls & Sons, Id v G. Rolls & Sons
act
Easton v Dawney act (not before
July 9)
In re Baskerville Scott v Gardiner act
Blyth v Fladgate act
Morgan v Blyth act
In re J. Davis Joseph v Davis act
Smith v Blyth act
In re Senior, Powell v Senior act
Hawkins v Tucker act
Marshall v Langley act
Rylands v Ashley's Patent & Bottle
Co, Id act (not before June 18)
Post v Michell act
Botham v Day act
Wool v Barker act
Young v Everett act
In re Warburton & Co Id & Co's Acts
mota by order
Williams v Marshall act
Newcombe v Paulet act
Howard v Golland act
J. B. Orr & Co Id v J. B. Orr act
Harwood v Butcher act
Lowther v Caledonian Ry Co act
Hibbert v Lloyd (liberty to amend,
&c) act
Kempson v Jackson act
Steers Rogers act and m f j
Williams v Williams act
Grindley v Harris act
Bullock v Smale act
Bayley v Gubbins act
Walters Smith & Co act
Ilingworth v Topham act
British Tanning Co, Id v Groth act
Bayley v Mason act
Willoughby v McBeath act
Hulme v Savage act
Bibby v Chetwynd, Bart act
Cooper v Power act
Coulson v Coulson act
Baiss v Shaw act
United Telephone Co, Id v Cox-Walker
act
Crisp v Houghton act
Mayar v Bogaerts act
Goulton v Cooke act
Parry v Jones act
Saxby v Thomas act
Barchard v Cumming act
Bentley v Manchester, &c, Ry Co act
Michell v Eker act
Clifford v Wilmet act & m f j
Dodson v Dodson act
Gisborne v Shipping Appliances Co, Id
act
Colmer v Maule act
In re Canadian Direct Meat Supply
Co, Id, and Co's Acts motn by order
The Gen. Auction, Estate, and Mon-
tary Co v Smith act
Palframan v Shepperd act
In re Peacock Peacock v Craft act
Savory v Savory act
Thronson v Jacobs & Co act
Tomlin v H. R. Baines & Co Id act
Gardner v Cowcher act & m f j
London, Edinburgh, &c Assoc Co v
Turner act
Spedding v Collbar act
Ellis v Amherst Amherst v Ellis act
Martin v Hemsworth act
In re Robertson Moir v Moir act
Reid v Ellis act
Goodall, Backhouse & Co v Wilkinson
act
Schwartz v Webber act & motn for
judgt
Mearns v Mockford act
In re Brooke Crosby v Brooke act
Hedger v Hedger act
In re Jennings Jennings v Jennings
act
Scott v Natl Finance Corps Id act
Horsley v Richards act
In re Hodgeson Thompson v Wilson
act
Dodd v Scholding act
Armstrong v Oway Gold Mining Co Id
act & m f j
Edwards v Beckett act
Sebright v Fitzgerald act
Gledhill v Maude act
Crump v Minter act
Keighley, Maxsted & Co v Bakewell
act
Laing v Walker act
Cox-Murchison v Cox act (10 June)
Coulson v Gell act
In re Fox Fox v Fox act

Causes for Trial without Witnesses and
Adjourned Summons.
In re The New Chili Gold Mining Co
& Co's Acts
In re the Credit Co, Id & Co's Acts
adj sums
In re Blumberg & Co, Id & Co's Acts
adj sums
Andrews v Uthwatt act (not before
June 16)
Campbell v Isaacs act

Howes v Lucas act
In re Richards Humber v Richards
adj sums (expte C. Horner)
In re Christchurch Inclosure Act & 10
& 11 Vic & 96 adj sums
Ibbotson v Proctor point of law
In re The Credit Co Id & Co's Act
adj sums
In re Churly Barrington v Bailey ad
sums
In re Ware Cumberlege v Cumberlege-
Ware adj sums
Warter v Meredith motn for judgt
In re Ormerod, Guerson & Co adj sums
Hunt v Parry In re Parry In re
Pierce Hunt v Parry act
In re Butlin, &c adj sums
In re Colwell In re Kelsey Andrews
v Wells adj sums
Boaler v Briton Medical, &c Assoc
adj sums dated 5 May 1890
Same v same adj sums dated 10 May,
1890
In re Amery Amery v Seaborne
creditor's claim
In re the Self-Winding & Synchroniz-
ing Clock Co, &c claims of the Co
Canal v Sacco adj sums

Further considerations.
Thorne v Briton fur con
In re Wolmershausen Wolmershausen
v Wolmershausen 2nd fur con
In re Davies Davies v Davies fur con
In re Gottharot Gottharot v Gottharot
fur con
In re Newby Hickson v Newby fur
con
In re Brown Walsh v Brown fur con
Macdonald v Irvine fur con
Ainslie v Poole fur con

Before Mr. Justice KEEBLEWICH.
Causes for Trial (with witness).
Ecclesiastical Commrs for England v
Bridget act restd (not before 7 July)
Aplin v London Joint Stock Bk Id act
Duncanson v Dixon act
In re Shaw Rumsey v Shaw act

Transferred from Just'ess CHITTY,
NORTH, and STIRLING, for Trial or
Hearing only—by Order, dated Mar
5, 1890.
Birkin v Wing act
Aas v Braham act
Municipal Freehold Co, Id v Viscount
Pollington act & m f j
Stroberg v Sanders act
Hoakins v Salzmann act
Rawes v Chance Bros act
Spink v Ashley act
Peacock v Beadel act
Baxter v Taylor act
Langrish v Weeks act
Whitoley v James act
Allen v Parkes act
Schwartz v Webber act & motn for
judgt
Fionen v Mallinson act
Pound v Ellis act
Tuppeny v Neve act (not before
June 17)
Bourne v Collis act
Thomson v Macdonald & Co act
Wray v Singer act (not before June
17)
Tapeon v Bosworthick act
White v Braund act
Canaficio Ferraro v Mylrea act
Dicker v Popham, Radford, & Co act
Jagger v Farr act
In re Sellars Sellars v Fearnley act
In re Fuller, Smith & Turner &
Patents, &c, Act adj sum
Brown & anr v Imperial Central Bals
Ry Co, Id act
In re Brooks, H. Brooks & Co, Id, v
Brooks Rose v Brooks act
Kroll v Brand act
Sutcliffe v Wardle act
Apollinaris Co, Id, v Snook (trading,
&c) act
Gardiner v Mayor, &c, of Newbury act
Fletcher v Wood act
Stephenson v Simpson act
Adams v Adams Adams v Adams
act
Sobel v Wilson act
Reid v Scott act
Davenport v Read act
In re Lewis, In re Gladwin Lewis v
Fox act

Evans v Bees act
 Thomas v Hankey act
 Dinsmore v Henry act
 Gandy v Seal act
 Butler v Salter act
 McCleachie v Haslam act
 Savage v Tidman act
 Moran v Savage act (trans. from
 Kay, J.)
 Nathan v Hewitt act (short)
 Elder v Hollings act
 Price v King act
 Jerome v Thomas act
 Lakin v Watson act
 Iowa v Centaur Cycle Co act
 re Warner, Warner v Warner act
 Jelroyd v Kemp act
 Trotter v Halliday act
 Johnson v Frances act
 Town v Hart, jun act
 Town v Pooles act
 Berlitz v Lamm act
 Towns v Dinas Steam Colliery Co, Id act
 Abby v Heesketh, Bart act
 James v Smith act
 Scrutton v Massey act

Bowyer v Burton act
 Richards v Wasbrough act
 Bailward v De la Chapelle act
 Robertson v Robertson act
 Callow v Elgood act
 Callow v Texas, &c, Co, Id act
 Lindsay, Gracie, & Co v Northumber-
 land, &c, Ass'co act
 Farmer v Gwynne act
 De Francesco v Barnum act
 Smith v Kennedy act
 Stephens v Hawthorne act
 Evans v Mason act
 Lougher v Hern act & m f j
 Macleod v Luce act
 Hughes v Bird act
 De Francesco v Barnum act
 Howe v Smithurst act
 Scheyer v Willett act (deferred list)
 Hague v Williams act (appearance in
 London)
 Oscar, Sutton & Co. v Leper act
 (Removed to London)
 Jenkins v Jackson adjd smns from
 Stirling, J.

In re Richbell
 In re Gilbert
 In re Beswick

Expts Trustees
 Expts Palmer
 Expts Cooper restored to list (by order)

MOTIONS IN BANKRUPTCY for hearing before Mr. Justice Cave.

In re Bradbrook
 In re Horpeth & Delmar
 In re Smith
 In re Trehearne
 In re Easton
 In re McGregor & Smith
 In re Carpenter
 In re Harris, Godwin & Co
 In re Moor
 In re Williams
 In re Macdonald
 In re Poole
 In re Loveridge
 In re Bound & Elcox
 In re Best

Expts Bishop v Hawkins
 Expts Delmar v Ogle
 Expts Pickering v Tarn
 Expts G O R v Ealing Local Board
 Expts Elliott v Cope
 Expts Boulter v Hunter
 Expts Beasley & anr v Official Receiver
 Expts Godfrey v Colonial Bank of New
 Zealand
 Expts Wickenden v Wilding
 Expts Cooper v Roe
 Expts O R Macdonald
 Expts Viney v Rees
 Expts Barton Brewery Co
 Expts Page appl from County Court of
 Hereford—1869 Act
 Expts Dalton v Lewis

HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.
TRINITY SITTINGS, 1890.

A to F—All applications by summons or otherwise in actions assigned to Master Johnson are to be made returnable before him in his own room, No. 110, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

G to N—All applications by summons or otherwise in actions assigned to Master Walton are to be made returnable before the masters in this division until the 22nd July, after which date they are to be made returnable in his own room, No. 175, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

O to Z—All applications by summons or otherwise in actions assigned to Master Wilberforce are to be made returnable before him in his own room, No. 179, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays until the 24th June, after which date they are to be made returnable before the masters in this division.

The parties are to meet in the ante-room of masters' chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant in the respective rooms for a first and second time at 11.30, and will be dealt with by the master in the same manner as if they were returnable at chambers.

By Order of the Masters.

MASTERS IN CHAMBERS FOR TRINITY SITTINGS, 1890.

A to F—Mondays, Wednesdays and Fridays, Master Kaye; Tuesdays, Thursdays, and Saturdays, Master Pollock.

G to N—Mondays, Wednesdays, and Fridays, Master Macdonnell; Tuesdays, Thursdays, and Saturdays, Master Butler.

O to Z—Mondays, Wednesdays, and Fridays, Master Archibald; Tuesdays, Thursdays, and Saturdays, Master Manley Smith.

WINDING UP NOTICES.

London Gazette.—FRIDAY, May 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHRISTIAN MILLION PUBLISHING CO, LIMITED.—By an order made by Chitty, J., dated May 17, it was ordered that the voluntary winding up of the company be continued. May & Co, Adelaide pl, London Bridge, solors for petitioners

CROWN SHEET AND PLATE GLASS INSURANCE CO, LIMITED.—Petra for winding up, presented May 21, directed to be heard before Kay, J., on Saturday, June 7, Birchall & Co, Fenchurch st, solors for petitioners

GARD & CO, LIMITED.—Creditors are, on or before June 20, to send their names and addresses, and the particulars of their debts or claims, to Robert James Boyle, 31, Gt St Helen's, Nonn & Clarke, solors for liquidator

PRESS SYNDICATE, LIMITED.—Petra for winding up, presented May 20, directed to be heard before North, J., on Saturday, June 7, Rose-Innes & Co, Billiter sq, bridge, solors for petitioners

WALLACE CLUB AND CONCERT HALL CO, LIMITED.—Petra for winding up, presented May 16, directed to be heard before Kekewich, J., on Saturday, June 7, Simpson & Co, Liverpool, solors for petitioners

WORCESTERSHIRE CATTLE PLAGUE MUTUAL INSURANCE CO, LIMITED.—Kay, J., has fixed Tuesday, June 8, at 12, at his chambers, for the appointment of an official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

FAST COLOUR CO, LIMITED.—Petra for winding up, presented May 17, directed to be heard before the Vice-Chancellor, at the Assize Courts, Strangeways, Manchester, on Tuesday, June 8, at 10.30. Leigh, Manchester, solor for petitioners

HELM & CO, LIMITED.—Creditors are required, on or before June 21, to send their names and addresses, and the particulars of their debts or claims, to Ebenezer Helm and Joshua Rawlinson, Burnley. Friday, July 4, at 12, is appointed for hearing and adjudicating upon the debts and claims

London Gazette.—TUESDAY, May 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BUILDING SOCIETIES TRUST, LIMITED.—Chitty, J., has, by an order dated April 29, appointed Alexander Alfred Yeatman, 2, Gresham bridge, Basinghall st, to be official liquidator

COLONIAL AND FOREIGN MINING SYNDICATE, LIMITED.—Petra for winding up, presented May 26, directed to be heard before Chitty, J., on June 7, Speechley & Co, New Inn, Strand, solors for petitioners

FARTHING LETTER CARD CO, LIMITED.—Petra for winding up, presented May 21, directed to be heard before Chitty, J., on June 7, Beal & Co, Tower chambers London wall, solors for petitioners

F. HARRIS & CO, LIMITED.—By an order made by Kekewich, J., dated May 17

APPEALS AND MOTIONS IN BANKRUPTCY.

APPEALS for hearing before a DIVISIONAL COURT Sitting in Bankruptcy.

In re Copoult
 In re Gould
 In re Galey

Expts Copoult
 Expts Gould
 Expts Galey

it was ordered that the voluntary winding up of the company be continued. **HORN & PATTISON**, Lincoln's Inn Fields, solors for petenor. **SCHOOL PUBLISHING CO., LIMITED**—Petn for winding up, presented May 19, directed to be heard before **Stirling, J.**, on June 7. **Few & Fuller, Borough High st.**, solors for petenor. **STANDARD PORTLAND CEMENT CO., LIMITED**—North, J., has fixed Thursday, June 5, at 12.45, at his chambers, for the appointment of an official liquidator. **SPERATHAM AND GENERAL ESTATES CO., LIMITED**—Petn for winding up, presented May 22, directed to be heard before **Chitty, J.**, on June 7. **Andrew & Co, Clement's Lane**, solors for petenor. **THE AUTOMATIC FURNACE GRATE CO., LIMITED**—Creditors are required, on or before June 27, to send their names and addresses, and the particulars of their debts or claims, to **William Earle Pearce, 145, Cannon st.** **THE FLAG BUILDING SOCIETY, LIMITED**—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to **Mr Alfred Allott, 40, Kelvin rd, Highbury Barn, Finner's ct, solor for liquidator**.

FRIENDLY SOCIETIES.

SUSPENDED FOR THREE MONTHS.

AMIWCH ROYAL MINERS ARMS FRIENDLY SOCIETY, Marquis Inn, Amiwich, Anglesey. May 22. **ILKESTON UNITED BENEVOLENT FEMALE FRIENDLY SOCIETY**, Unitarian School-rooms, Ilkeston, Derby. May 22. **TRUE BLUE LODGE, 1, GRAND ORDER OF INDEPENDENT DRUIDS, BLACKBURN UNITY**, Wellington Inn, Further gate, Blackburn, Lancs. May 21.

CREDITORS' NOTICES.
UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 23.

CORBETT, WILLIAM, Brighton, Insurance Agent. June 20. **Pallant v Corbett, Chitty, J. Jones**, Quality ct, Chancery Lane. **JENNINGS, EDWARD**, Finsbury pavement, Timber Merchant. June 24. **Jennings v Jennings**, Stirling, J. Bucknill, Gray's Inn place.

London Gazette.—TUESDAY, May 27.

BOTTRELL, HENRY, Rochester row, Westminster, Butcher. June 24. **Elmer v Bottrell, Chitty, J. Girling**, Wool Exchange, Basinghall st. **CROWE, WILLIAM**, Llandudno, Carnarvon. June 23. **Holme v Crowe**, Registrar, Liverpool. Hull, Liverpool. **HALLADAY, DAVID**, Willington, Durham, Butcher. June 20. **Robson v Halladay, Kay, J. Teale**, Bishop Auckland. **MYERS, DAVID BROWN**, Essex st, Strand, Gent. June 20. **Myers v Myers, Chitty, J. Simms**, Thringston street. **ROSHAW, EDWARD**, Upper Haniton terr, St John's Wood, Esq. June 18. **Milroy v Hulkes, Stirling, J. Matthews**, Lincoln's Inn fields. **SMITH, GEORGE EDWARD**, Lower Norwood, Watchmaker. June 21. **Smith v Young, North, J.**, Carpenter, Trafalgar sq, Charing Cross. **STAPLETON, WILLIAM**, Canterbury, Draper. June 26. **French v Stapleton, Chitty, J.**, Ensor, New inn, Strand.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 20.

AINSLY, THOMAS LIDDLE, South Shields, Optician. June 30. **Rennoldson, South Shields**. **ASHTON, JOHN EDWARD**, Manchester, Merchant. June 27. **Grundy & Co, Manchester**. **BAKER, CHARLOTTE**, Dudley, Fruiterer. June 24. **Huff, Dudley**. **BANWELL, JOHN**, Nottingham, Cab Proprietor. Aug 1. **Truman, Nottingham**. **BLACKBURN, JOSEPH**, Brighthouse, Yorks, Gent. July 15. **Ayrton, Brighthouse**. **BROOKS, MARY ANN**, Woodford, Essex. June 24. **Snow & Co, College hill, Caversham**. **BROTHERS, VALENTINE**, Birmingham, Ironfounder's Manager. July 1. **Parr & Hasell, Birmingham**. **BRUMFITT, WILLIAM**, Ford, nr Liverpool. June 12. **Bellringer & Cunliffe, Liverpool**. **BURGOYNE, MARY HARRIET**, South Eaton pl, Eaton sq. June 24. **Gayton & Hare, Much Hadham, Herts**. **CRACKWELL, JOHN**, Redlingfield, Suffolk, Farmer. June 16. **Tacon, Eye**. **DAKYE, ELIAS JAMES**, Garlinge, Kent, Baker. June 7. **Jas Doughty, 10, Victoria rd, Margate**. **DEXTER, THOMAS**, Tiverton, Chester, Shipwright. June 15. **W. B. Doig, 9, Victoria rd, Tiverton**. **DODD, WILLIAM**, Leebotwood, Salop, Gent. June 19. **Morgan, Shrewsbury**. **DRESDER, LUKE**, Coventry, Gent. June 24. **Twist & Sons, Coventry**. **DYER, CHARLOTTE**, Buckingham rd, Brighton. June 20. **Upperton & Bacon, Brighton**. **EWART, WILLIAM SALSBURY**, George's pl, Hyde Park Corner, late Lieut. Col. in **Guards**. June 16. **Fym, Frederick pl, Old Jewry**. **FARROW, JOHN**, Whitworth, nr Rochdale, late Innkeeper. June 24. **Standring & Co, Rochdale**. **FRANCIS, RICHARD**, Eastbourne, Stonemason. June 16. **Pidcock, Eastbourne**. **GARDNER, ROBERT**, Preston, Tailor. June 24. **Banks & Co, Preston**. **HAINES, ALFRED**, Evesham, Market Gardener. June 24. **Byrch & Cox, Evesham**. **HAMILTON, ROBERT**, Howard rd, Stoke Newington. June 10. **J. R. Ockford, 9, Stow, Gloucester**. **HOLROYD, THOMAS**, Leeds, Cloth Finisher. June 16. **Harrison & Lupton, Leeds**. **HORNBY, JOHN**, Kingston upon Hull, Licensed Victualler. July 7. **Jackson & Son, Hull**. **LACY, COMMANDER**, Windsor. June 19. **Robinson & Co, King's Arms yd**. **LOWE, CHARLES**, Clapham. June 20. **Taylor, Lincoln's Inn Fields**. **MATTHEWS, ELLEN PARKER**, Penge. June 20. **Cox & Son, St Swithin's lane**. **MOLINUX, CHARLES FRECY**, Liverpool, General Broker. June 20. **Jevons & Co, Liverpool**. **OGROUEN, RICHARD**, Biry, Berks, Labourer. June 20. **Weed, Maidenhead**. **OSHER, EDWIN**, Derby, Innkeeper. June 26. **Sale & Co, Derby**. **PARNFET, RICHARD ALEXANDER**, Buckingham Palace rd, Wheelwright July 4. **Hoy & Cartwright, Lothbury**. **PARK, EDMUND**, Alcester, Warwick, Gent. July 1. **Parr & Hasell, Birmingham**. **PIDDINGDON, STEPHEN**, Aldington, Kent. June 10. **Mowll & Mowll, Ashford**.

POCOCK, CRAWFORD JOHN, Hove, Sussex, Surgeon. June 30. **Upperton Bacon, Brighton**. **PODMORE, SOPHIA**, Liverpool, Licensed Victualler. July 1. **Parr & Hasell, Birmingham**. **POWELL, JOHN**, Llanelli, Carmarthen, Ironfounder. June 14. **Rees, Llanelli**. **RICHMOND, MARY CASE**, Menston, Lunatic Asylum, Yorks. June 12. **Lowbottom & Sons, Halifax**. **RUDYARD, SARAH ANN**, Macclesfield. June 26. **Hand, Macclesfield**. **RUSSELL, GEORGE BROWN**, Hampton Wick, formerly Capt. in Royal Dragoons. June 30. **Andrew & Co, Gt James st, Bedford row**. **SHARP, JOSEPH**, Burgess hill, Sussex. June 30. **Hardwick, Brighton**. **SMITH, DAVID MACDONALD**, Caterham valley, Surrey, retired Lieut. in R. June 20. **Hulbert & Hussey, New sq, Lincoln's Inn**. **SMITH, JANE WOOD**, St Augustine's rd, Cauden sq. July 4. **Cartwright, London**. **SMITH, WILLIAM**, Dunlace rd, Lower Clapton, Gent. June 12. **Martin & brough, Fenchurch st**. **TANDY, THOMAS**, King's Heath, Worcester, Gent. July 1. **Parr & Hasell, Birmingham**. **TAYLOR, ALICE MAYOR**, St Asaph, Flint. June 30. **Easthams & Athelthorpe**. **VERRIEL, JOSEPH**, Seaforth, nr Liverpool, Master Mariner. July 1. **Mackay, Cornish, Liverpool**. **WELLER, JAMES EDWARD**, Westminster bridge rd, Iron Merchant. July 1. **Dunkerton & Son, Bedford row**. **WOOLLEY, PATRICIA**, Turnbridge Wells. July 5. **Andrew & Cheale, Tunbridge Wells**.

London Gazette.—FRIDAY, May 21.

BOOTH, FERDINAND, Pentrich, Derby, Farmer. July 7. **Peake, Ripley, Derby**. **BOSCHETTI, AGNES FREELAND**, Eccles, Lancs. July 20. **Pratt, Newark on Trent**. **BURGESS, BEYANT**, Chesham, Bucks, Clerk in Holy Orders. July 17. **Francis How, Chesham**. **BUTLAND, JANE**, Exeter. June 24. **Tapley, Exeter**. **CHILDERES, FRANCES**, Doncaster. June 30. **Baxter & Co, Doncaster**. **COPP, WILLIAM HOBSON**, Glengall rd, Old Kent rd. June 15. **Murton, Carey, Lincoln's Inn fields**. **CRACKWELL, JULIA ELLEN**, Soho sq. June 24. **Wray, Cheapside**. **DAINES, WILLIAM**, Leicester, Fishmonger. June 28. **Burgess, Leicester**. **DE THOMAS, GEORGE FREDERICK**, Chichester, Clerk in Holy Orders, R. September 15. **Barnes & Bernard, Finsbury circus**. **DYSON, RALPH**, Cole Kings, Watford, Herts, Esq. July 10. **Nicholson & Co, Parliament st**. **FEARON, GEORGE**, Wandsworth rd, M.D. June 24. **Emmet & Co, Bloomsbury square**. **FIELD, HARRIET ANGEL**, Addiscombe, Surrey. July 2. **Trollope & Winckworth, Abingdon st, Westminster**. **FISHER, WILLIAM**, Kendal, Printer. July 23. **Thomson & Wilson, Kendal**. **GETTINS, JAMES**, Liverpool, Master Cooper. July 9. **Woodburn & Holmes, Liverpool**. **GOUGH, JOHN**, Redland, Westbury upon Trym, Bristol, Esq. August 1. **Poynter, Bristol**. **GREEN, ELIZA**, Beccles, Suffolk. July 1. **Rix, Beccles**. **HILDRETH, JOHN**, Wrekenton, Gateshead, Farmer. Aug 1. **T Stanger, Tyne mouth rd, Heaton, Newcastle on Tyne**. **HIRST, RACHEL EMMELINE**, Edgerton, Huddersfield. July 25. **Ayrton, Brighouse**. **HIRST, THOMAS STAINCLIFFE**, nr Dewsbury, out of business. June 16. **Sykes Walker, Heckmondwike**. **LANGTRY, GEORGE**, Paignton, Devon, Gent. June 14. **T. C. & G. F. Kelly, Totnes Strand**. **MAILLARD, ANNETTE**, Bridge rd, Hammersmith. June 20. **Isaacson, New Inn Strand**. **MATTHEWS, ROBERT EDWARD JOSHUA**, Warnford ct, Throgmorton st, Solicitor. July 4. **Webb, Warnford st, Throgmorton st**. **MILLS, SAMUEL, sen.**, Walsall, Gent. June 25. **Evans, Walsall**. **MOORE, THOMAS**, Hampstead rd, Esq. July 26. **Paterson & Sons, Bouvier's Fleet st**. **PHILLIPS, ARTHUR EDWARD**, Fox Hill, nr Reading, Esq. July 8. **Cunliffe & Devonport, Chancery Lane**. **PORTER, WILLIAM**, Newport, Mon, Bank Messenger. June 30. **Williams & Co, Newport, Mon**. **ROSS, GEORGIANA ELIZABETH**, Hove, West Brighton. July 1. **Balderton & Warren, Bedford row**. **SCOTT, MARY ELLEN**, Ardeley, Herts. June 24. **Helder & Roberts, Verulam Bigngs, Gray's Inn**. **SCOTT, WILLIAM DUNCAN**, Mincing lane, Colonial Broker. June 24. **Barber, Son, Founders' Hall, St Swithin's lane**. **SHEPARD, WILLIAM LIVELY**, Willes rd, Kentish Town, M.R.C.S. July 1. **Cooke & Jones, Old Serjeants' Inn**. **SOMERVILLE, THOMAS**, Denton Holme, Carlisle, Coal Seller. June 25. **Sewell, Carlisle**. **SPILSBURY, WILLIAM**, Stanton, Staffs, Farmer. June 14. **Cooper & Co, Uttoxeter**. **STOCKDALE, ELMANOR**, Abergele, Denbigh. June 26. **Arrowsmith, Abergele**. **STOCKDALE, JEREMIAH**, Heathland rd, Stoke Newington, Gent. July 1. **Tickle, Cheapside**. **STRIDE, RICHARD**, Shirley, Southampton, Esq. June 24. **Goater & Blatch, Southampton**. **STRIDE, WILLIAM**, Redbridge, Southampton, Brewer. June 24. **Goater & Blatch, Southampton**. **TOWNSEND, HENRY**, Anerley, Surrey. June 21. **Satchell & Chapple, Queen's Cheapside**. **WATTS, SARAH**, Bellsall Heath, Kings Norton, Worcester. June 24. **Rowley & Chatwin, Birmingham**. **WATTS, WILLIAM**, Shrewley, Hatton, Warwick, retired Farmer. June 24. **Rowley & Chatwin, Birmingham**. **WEAKLIN, FREDERICK**, Clement's Inn, Gent. July 12. **Edmunds & Son, Bride's avenue, Fleet st**. **WHITE, EDWIN LAWRENCE**, Exeter, Solicitor. June 20. **Truscott, Exeter**. **WILLIAMS, MARGARET**, Albert Edward rd, Liverpool. July 4. **Synaud & Edwards, Liverpool**. **WILLIAMS, SARAH**, Abergele, Denbigh. June 25. **Gold & Co, Denbigh**. **WINGROVE, EMMA**, Craster rd, Brixton. June 14. **Hillearys, Fenchurch bldgs**.

WARNING TO INTENDING HOUSEHOLD PURCHASERS & LESSHES.—Before purchasing or renting a house have the sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-st, Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c. [ADVT.]

FIRST MEETINGS.

ARNOLD, ARTHUR, Watford, Herts, Butcher's Foreman June 3 at 12.30 Malden Hotel, Watford
 BARE, WILLIAM ROBERT, Bethnal Green rd, Grocer June 6 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 BLAND, FREDERICK, Nottingham, Journeyman Saddler June 3 at 11 Off Rec, St Peter's Church walk, Nottingham
 BOLTON, WILLIAM HENRY, Norwich, Tobaccoconist, Norwich June 4 at 1 The Auction Mart, Tokenhouse yard
 BOWEN, ESSEX R克斯, Treloach ar bettws, Carmarthen, Farmer June 5 at 3 Off Rec, 11, Quay st, Carmarthen
 COWGILL, SARAH ANN, Bradford, Dressmaker June 11 at 11 Off Rec, 31, Manor row, Bradford
 DE VALDEZ, THE BARON, late Hatchett's Hotel, Piccadilly June 6 at 2.30 33, Carey st, Lincoln's inn fields
 DEVON, JOHN, Padtham, Lancs, Confectioner June 3 at 2 Exchange Hotel, Nicholas st, Burnley
 FRANKENHEIM, FERDINAND, Hanway st, Oxford st, Dealer in Works of Art June 6 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 HALFORD, WILLIAM, Albert sq, Clapham rd, late Managing Director of the Southwark Foundry Co. Lim, June 6 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 HOOK, GEORGE EMANUEL SAMUEL LUPINO, Birmingham, Pantomimist June 4 at 11 25, Colmore row, Birmingham
 JONES, BENJAMIN, Carmarthen, Haulier June 3 at 11 Off Rec, 11, Quay st, Carmarthen
 MITCHELSON, HENRY, Squires Mount cottages, Hampstead Heath, late Bank Clerk June 4 at 12 33, Carey st, Lincoln's inn fields
 PEW, EDWARD, Nyses Wharf, Canal Bridge, Old Kent rd, Vinegar Manufacturer June 10 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn
 REYNOLDS, WILLIAM, Idle, nr Bradford, Tinner June 12 at 11 Off Rec, 31, Manor row, Bradford
 SCHAFER, JACOB WILLIAM HENRY, Gt Tower st June 4 at 11 33, Carey st, Lincoln's inn
 SMITH, GEORGE, Oldham, Grocer June 5 at 3 Off Rec, Priory chbrs, Union st, Oldham
 SOAN, HERBERT, Crawley, Sussex, Plumber June 3 at 3 Off Rec, 24, Railway approach, London bridge
 TARRY, FRANCIS, Scarborough, Boot Dealer June 6 at 11.30 Off Rec, 74, Newborough st, Scarborough
 WILES, HENRY, Bedford, Tailor June 6 at 10.30 Off Rec, St Paul's sq, Bedford
 WILLIAMS, ALFRED, Handsworth, Staffs, Grocer's Assistant June 6 at 11 26, Colmore row, Birmingham
 WILLIAMS, ROBERT SNELL, and WILLIAM MILLNE, Bootle, Paint Dealers June 10 at 2 Off Rec, 35, Victoria st, Liverpool
 WINFIELD, HENRY, Gloucester, Ship Chandler June 3 at 3 Bell Hotel, Gloucester

The following amended notice is substituted for that published in the London Gazette, May 20.

WILLIAMS, ELLIS, Bothelands, Carnarvonshire, Draper May 30 at 2.30 Crypt chbrs, Chester

ADJUDICATIONS.

ASHBURY, SAMUEL, Smethwick, Staffs, Pattern Maker West Bromwich Pet May 13 Ord May 23
 BOLTON, WILLIAM HENRY, Norwich, Tobaccoconist Norwich Pet May 19 Ord May 23
 CAVALIERO, D., Threadneedle st, Banker's Clerk High Court Pet May 1 Ord May 23
 DEVON, JOHN, Padtham, Lancs, Confectioner Burnley Pet April 14 Ord May 23
 EARL, SARAH JANE, Gt Grimsby, late Licensed Victualler Kingston upon Hull Pet April 12 Ord May 22
 FOX, CHARLES, Gt Ashfield, Suffolk, Grocer Bury St Edmunds Pet May 20 Ord May 21
 GORDARD, WILLIAM, Longley rd, Tooting, Secretary to a Public Company High Court Pet May 22 Ord May 23
 GRIFFIN, JOHN, East Stonehouse, Devon, Commercial Traveller East Stonehouse Pet May 16 Ord May 22

HARDWICK, WILLIAM, and HENRY SMITH HARDWICK, Keighley, Yorks, Worsted Spinners Bradford Pet May 6 Ord May 23

JAGGARD, JAMES, Landport, Saddler Portsmouth Pet May 22 Ord May 23

JONES, ELIAS BENJAMIN, Llanidloes, Montgomery, Farmer Grocer Newtown Pet May 12 Ord May 24

KNIGHT, RICHARD, Winshill, Burton, Staffs, Journeyman Wheelwright Burton on Trent Pet March 22 Ord April 23

MANN, HERBERT HARTLEY, Dewsbury, Commercial Traveller Dewsbury Pet May 13 Ord May 21

NEWTON, EMILY, Anerley, Surrey, Widow Croydon Pet May 20 Ord May 22

REYNOLDS, WILLIAM, Idle, nr Bradford, Tinner Bradford Pet May 22 Ord May 22

SCHAFER, FREDERICK BENTHAM HODGSON, Leatherdale, Clapham Junction, Clerk in Eddystone Marine Insurance Co (Lim) Wandsworth Pet May 8 Ord May 23

UPTON, GEORGE FRANCIS, Dewsbury, Cashier Dewsbury Pet May 16 Ord May 21

SALES OF ENSUING WEEK.

JUNE 8.—MESSRS. DEBENHAM, TROWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties (see advertisement, May 24, p. 499).

JUNE 9.—MESSRS. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Reversions and Stocks and Shares (see advertisement, May 24, p. 499).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BUCKLEY.—May 24, at Stafford-terrace, Kensington, the wife of Henry Burton Buckley, Q.C., of a son.

MICKLEM.—May 24, at Fairlight, Willeeden-lane, the wife of Nathaniel Micklem, of Lincoln's-inn, Barrister-at-law, of a son.

PIERCY.—May 25, at Midland-road, Headingley, Leeds, the wife of T. Piercy, Solicitor, of a daughter.

ROBERTSON.—May 27, at Thornleigh, Clapham-common, S.W., the wife of Herbert Robertson, Barrister-at-law, of a son.

MARRIAGE.

WILLIAMS—CAVER.—May 22, at Streatham, Alfred Clarke Williams, M.A., LL.M., of the Inner Temple, Barrister-at-law, to Ethel Frances Thropp Carver, daughter of the Rev. Alfred J. Carver, D.D., Hon. Canon of Rochester, and late Master of Dulwich College.

DEATHS.

CHORLEY.—May 22, at 36, Moorgate-street, City, Thomas Fearncombe Chorley, Solicitor, aged 56.

OBOWTHORPE.—May 21, at Brewster Lodge, Clapham-common, S.W., Alfred Hallworth Obowthorpe, Solicitor, of 53 and 54, Chancery-lane, W.C., aged 50.

MATTHEWS.—April 7, at Winchesster-road, Highgate, Robert Edward Joshua Matthews, Solicitor of Warnford-court, Throgmorton-street, E.C., aged 43.

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MR. INDERMAUR (assisted by Mr. THWAITES) continues to Read with Students at his Chambers, 22, Chancery-lane, London. Particulars, personally or by letter; see also dates of classes, &c., in each month's "Law Journal." Classes for each Solicitors' Final and Intermediate and Bar Final Examinations, and Pupils also received for Private and Postal Preparation.

NOTE.—Students reading with Mr. Indermaur have the use of Sets of Rooms at his Chambers for study during the day and the use of his Library there without extra fee. See further particulars in "Law Students' Journal," also past results. Mr. Indermaur has now prepared 11 winners of the 1st prize at the Solicitors' Final.

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RESULTS.—In January last 17 out of 19 pupils sent up passed and 3 obtained Honours. During the last eight years 825 out of 900 pupils sent up have passed, and a large percentage have obtained Honours. All prizes awarded in connection with the Final have from time to time been won by his pupils, including the Clement's and Clifford's-inn and Keardon Prizes, Birmingham Gold Medal, &c.

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